

AT&T COMMUNICATIONS OF THE MOUNTAIN STATES, INC.
ARIZONA

ORIGINAL

LOCAL EXCHANGE SERVICES TARIFF

ISSUED: April 30, 2003

EFFECTIVE: May 30, 2003

BY: Leslie Buford-Tariff Administrator

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PREFACE

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TARIFF INFORMATION

Explanation of Tariff Symbols

These symbols will appear in the right hand margin, when applicable:

- (C) - To signify changed regulation
- (D) - To signify discontinued material
- (I) - To signify rate increase
- (M) - To signify material moved from or to another part of
the tariff with no change, unless there is another
symbol present
- (N) - To signify new material
- (R) - To signify rate reduction
- (T) - To signify a change in text but no change in rate or
regulation

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SECTION 1

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SECTION 1
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1. APPLICATION OF TARIFF

1.1 Application of Tariff

1.1.1 General

- A. This tariff applies to the furnishing of Local Exchange Services defined herein by AT&T Communications of the Mountain States, Inc., Arizona (hereinafter referred to as the "Company" or "AT&T"). Local Exchange Services are furnished for the use of end-users in placing and/or receiving local telephone calls within the Local Service Area. Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of the Company to purchase service elements from appropriate tariffs for resale are available.
- B. The provision of Local Exchange Service is subject to existing regulations and terms and conditions specified in this tariff and this Company's current tariffs, and may be revised, added to or supplemented by superseding issues.
- C. AT&T reserves the right to offer its customers a variety of competitive services as deemed appropriate by the Company.

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1. APPLICATION OF TARIFF

1.2 Tariff Format

1.2.1 Page Numbers

Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially in each Section. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.

1.2.2 Page Revision Numbers

Page revision numbers also appear in the upper right hand corner of the page. These numbers are used to determine the most current page on file. For example, a 4th Revised Page cancels a 3rd Revised Page.

1.2.3 Numbering Sequence

There are nine levels of alpha-numeric coding. Each level is subservient to its previous higher level. The following is an example of the numbering sequence used in this Tariff.

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a)I.
2.1.1.A.1.(a)I.(i)
2.1.1.A.1.(a)I.(i)(1)

1.2.4 References to Other Tariffs

Whenever reference is made to other tariffs, the reference is to the tariff in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

1.2.5 Trademarks and Service Marks

Trademarks and Service Marks to the extent, if any, used throughout this Tariff, are Trademarks and Service Marks of AT&T and are as specified in the Table of Contents and/or the appropriate Service Section of this Tariff.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

Local Exchange Services consist of furnishing one-way or two-way communication to or from a demarcation point on the Customer's premises and another demarcation point within a Local Service Area as specified in Section 3 of this Tariff.

Services, features and functions will be provided where facilities including but not limited to: billing capability and technical capabilities are available without unreasonable expense to the Company and the ability of the company to purchase Unbundled Network Elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs), are available. AT&T reserves the right to withdraw any service provided pursuant to this tariff or to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) which affect either the availability of facilities to AT&T, or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by AT&T to modify or withdraw its services at any time.

The Company's obligation to furnish service, features and/or facilities is also dependent upon its ability to provide, secure and retain, without unreasonable expense to the Company (a) suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, (b) suitable space for its plant and facilities in the building where service is or is to be provided, (c) facilities for interconnection from alternate suppliers.

Except as may otherwise be specified in this Tariff, service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

In the event of a dispute, the non-prevailing party may be liable for reasonable court costs and attorneys' fees.

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SECTION 2
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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Exchange Services.

At the expiration of the initial term specified in each service order, or of any extension thereof, service shall continue on a month to month basis at the then current month to month rates until terminated. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3 Notification of Service Affecting Activities

The Company may undertake service-affecting activities in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.4 Provision of Services, Equipment or Facilities

- A. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability, except as stated or expressly provided for in this tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment provided or installed by the Company, except upon the written consent of the Company.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Services, Equipment or Facilities (Cont'd)

- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby degrade the technical parameters of the service provided to the Customer.
- D. Equipment the Company provides, installs or has installed on its behalf at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities.
- F. When the facilities or equipment of other companies are used by the Customer, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees. This includes but is not limited to:
 - 1. The provision of a signaling system database by another company;
 - 2. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 3. The reception of signals by Customer-provided equipment.
- G. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5 Customer Equipment

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

A. Station Equipment

Customer-provided equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with such Company-provided equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and facilities by the connection, operation or maintenance of the Customer-provided equipment and wiring must be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

B. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections at the Customer's premises as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may immediately and without notice deny service when the Customer (a) subjects Company or non-Company personnel to hazardous conditions, (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud or (c) acts in a way that may cause immediate harm to the local exchange network or other Company services.

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2. GENERAL REGULATIONS

2.2 Liability of the Company

2.2.1 Service Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special, reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Tariff as a Credit Allowance for Interruptions and Service Quality Guarantees.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused solely by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 2. Claims for patent infringement arising from combining or using Local Exchange Service furnished by the Company in connection with facilities or equipment furnished by others; or
 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

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2. GENERAL REGULATIONS

2.2 Liability of the Company (Cont'd)

2.2.1 Service Liability (Cont'd)

- E. The Company does not guarantee or make any warranty with respect to Local Exchange Service when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses or damages by any person relating to Local Exchange Service provided pursuant to this tariff when used in an explosive atmosphere.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

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2. GENERAL REGULATIONS

2.2 Liability of the Company (Cont'd)

2.2.2 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its equipment or facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its equipment or facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

2.2.3 Credit Allowance for Interruptions

- A. Except as may otherwise be specified in this tariff, interruptions of twenty-four hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the proportionate monthly charge (1/30 of the service monthly recurring charge) involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours.

No interruption allowance shall be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other Sections of this tariff.

- B. No interruption allowance shall apply where service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of the tariff, suspends or terminates service, because of nonpayment of bills due the Company, unlawful or improper use of the facilities or service, or any other reason covered by the tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this tariff, the Customer is responsible for providing electric power.

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2. GENERAL REGULATIONS

2.3 Obligations of the Customer

2.3.1 Customer Responsibilities

A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this tariff.
2. Damage to or loss of the Company's equipment or facilities caused by the acts or omissions of the Customer or the noncompliance by the Customer with these regulations, or by fires or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
3. Providing at no charge, as specified from time to time by the Company any needed personnel, equipment or facilities, space and power to operate Company equipment or facilities installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises.
4. Obtaining, maintaining and otherwise having full responsibility for all rights-of-ways and conduit necessary for installation of associated equipment or facilities used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment or facilities space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided equipment or facilities, may be charged by the Company to the Customer.
5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, contractors and agents shall be installing or maintaining the Company's equipment or facilities. The Customer may be required to install and maintain Company equipment or facilities within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work.

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2. GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

A. The Customer shall be responsible for: (Cont'd)

6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company equipment or facilities in any Customer premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the equipment or facilities of the Company.
7. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

B. Claims

With respect to any service, equipment or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

1. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees.
2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services, equipment or facilities in a manner not contemplated by the agreement between the Customer and the Company.

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2. GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

C. Resale

All Company Local Exchange Services are available for resale unless otherwise specifically indicated.

Customers, who subscribe to Local Exchange Services and resell the services to others, shall be the Customer of Record. The Customer of Record shall be responsible for complying with all laws and regulations of the State of Arizona which relate in any way to the Customer of Record's provision of local telephone services, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and the payment of applicable taxes.

The Company will bill the Customer of Record who is at all times responsible for payment of the full amount of all charges incurred. The Company is not responsible for the allocation of usage or charges for resold services. The Customer of Record is responsible for allocating charges to its end users.

The Company will communicate with the Customer of Record with respect to ordering, provisioning, maintenance, repair, billing, collection and other matters related to Local Exchange Services. The Company has no obligation to provide notice to, or communicate with the Customer of Record's end users.

With respect to resold services, applications for service as well as requests for additions, rearrangements or discontinuances of service will be accepted only from the Customer of Record.

In connection with the marketing of its services, the Customer of Record may not directly or indirectly (1) use AT&T's trade names, trademarks, service marks, registered marks or other indicia of origin (or confusingly similar names, marks or other indicia) in a manner that may cause third parties (including the Customer of Record's end-users) to believe that service provided by the Customer of Record is AT&T service; or (2) use AT&T's corporate logos, or trade dress (or confusingly similar logos or trade dress).

The furnishing of special arrangements to resellers is subject to the regulations set forth in this Tariff.

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2. GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

D. Use of AT&T Marks

When local exchange service is resold, neither the Customer nor any other reseller or intermediary in the sales chain between the Customer and an end user may make any use (including but not limited to use in advertising, promotional materials, Internet or other on-line website, stationery, business cards, billing material or signage) of AT&T's name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols that serve to identify and distinguish AT&T from its competitors ("AT&T's Marks"), or of any confusingly similar name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols, except that a reseller may:

1. Use AT&T's Marks in comparative advertising solely to identify AT&T as a competitor, or to identify AT&T's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify AT&T as an underlying provider of the reseller's service;
2. Use AT&T's Marks pursuant to the terms of a separate written brand licensing agreement;
3. Use AT&T's name to the extent it is specifically required by statute, regulation or other government requirement to do so, and;
4. Indicate, in response to an unsolicited inquiry from an end user (including a prospective end user), that it uses AT&T as its underlying carrier, provided the reseller also:
 - a. Advises the end user that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
 - b. Identifies any other long distance providers the reseller uses in providing service to the end user;
 - c. Advises the end user it will not be an AT&T Customer for the resold service, and;
 - d. Does not emphasize AT&T's name more than either its own name or that of any other long distance provider the reseller uses.

For purposes of this provision, local exchange service is resold if the Customer (or any other reseller or intermediary in the sales chain between the Customer and an end user) uses local exchange service to reoffer telecommunications service to others (with or without "adding value") for profit.

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2. GENERAL REGULATIONS

2.4. CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS

2.4.1. Recording of Two-Way Telephone Conversations

Local Exchange Services are not represented as adapted to the recording of two-way telephone conversations. However, Customer-provided voice recording equipment may be directly, acoustically or inductively connected with Local Exchange Services for the recording of such conversations. When such connections are made, the Customer-provided voice recording equipment shall be so arranged that at the will of the user it can be activated or deactivated. In addition, one of the following conditions must apply:

- A. All parties to the telephone conversation must give their prior consent to the recording of the conversation, and their prior consent must be obtained in writing or be part of, and obtained at the start of, the recording, or
- B. A distinctive recorder tone, repeated at intervals of approximately fifteen seconds, is required to alert all parties when the recording equipment is in use. The distinctive recording tone can be provided as part of the recording equipment, or
- C. All parties to the telephone conversation must be verbally notified at the beginning of the conversation and the notification must be recorded as part of the call, by the recording party.

Exceptions

The exceptions to the foregoing requirements are as follows:

- A. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls.
- B. Recordings of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted.
- C. Recording of calls made by Federal, State or local law enforcement authorities, or federal intelligence authorities, acting under cover of law.

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2. GENERAL REGULATIONS

2.4. CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS
(Cont'd)

2.4.2. Violation of Regulations

When any terminal equipment or communications system is used with Local Exchange Services in violation of any of the provisions of this Tariff, the Company will take immediate action, based on the circumstances, to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation. The Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

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2. GENERAL REGULATIONS

2.5 Payments and Charges

2.5.1 Establishment and Re-Establishment of Credit

The Company may conduct a credit investigation of each Commercial and/or Consumer Service Customer or applicant prior to accepting the service order, Customer deposit or advance payment. A Customer whose service has been discontinued by the Company for nonpayment of bills for Local Exchange Services will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

2.5.2 Billing and Collection

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this Tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill.

When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis.

2.5.3 Billing Disputes

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. The Company reserves the right to require such notice to be in writing. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff.

The Customer must provide the Company with notice of a dispute within one hundred and twenty (120) days from the bill date.

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2. GENERAL REGULATIONS

2.5 Payments and Charges (Cont'd)

2.5.4 Advance Payments

The Company may require a Customer or applicant to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service, advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

2.5.5 Deposits

The Company may require a deposit, or an increase in the amount of deposit, of a Customer who cannot establish a credit standing satisfactory to the Company. If the actual bills of the Customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts.

Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

Deposits held will accrue 3% simple interest in accordance with Arizona Corporation Commission regulations.

A deposit and its accrued interest is returned to the Customer, less any amounts due the Company when service is discontinued or after 12 months of non-delinquent service. Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.

2.5.6 Returned Check Charge

In addition to any late payment charges specified in this Tariff, the Customer will be assessed a charge of \$ 15.00 for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

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2. GENERAL REGULATIONS

2.5 Payments and Charges (Cont'd)

2.5.7 Minimum Period Charge

Except as may otherwise be specified in this Tariff, the minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

2.5.8 Late Payment Charge

Subject to billing and systems availability, when a bill or estimated bill for AT&T Local Exchange Service charges is presented to the Customer, any amounts for which payment has not been received within 30 calendar days of the invoice date will be considered delinquent. The Customer shall be assessed a Late Payment Charge on any delinquent account balance, when that balance exceeds \$25.00. The period subject to the Late Payment Charge shall commence on the 31st calendar day after the invoice date, and continue from month to month until the delinquent balance is resolved. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at that time. The Late Payment Charge shall be an amount equal to the outstanding delinquent balance multiplied by the applicable interest rate. The interest rate shall be 18% annually, simple interest (1.5% per month, simple interest) unless an applicable law or regulation specifies a lower rate to be charged, and that lower rate shall then apply. The Customer shall not be charged a Late Payment Charge on a delinquent balance, however, if an applicable law or regulation prohibits the imposition of such charges.

In the event a Customer disputes, in good faith, the validity of any charges appearing on its invoice, the amount of these disputed charges will be excluded from the total delinquent balance while the dispute is pending. If the Company sustains the charges after investigating the dispute, the applicable Late Payment Charges shall be deemed correct and binding on the Customer. If, alternately, the Company credits the charges after investigating the dispute, the Late Payment Charges will not apply.

When a local exchange company provides the billing function on behalf of the Company, the local exchange company's local exchange service late payment charge applies. Late payment charges do not apply until after the due date of the bill on which the usage charges first appear.

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2. GENERAL REGULATIONS

2.6 Cancellation, Discontinuance and Changes

2.6.1 Cancellation of Service

A. Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

Where the Company incurs an expense in connection with special construction, or where special arrangements of equipment or facilities have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

The special charges described above will be calculated and applied on a case-by-case basis.

B. Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company the following:

1. All non-recurring charges reasonably expended by the Company to establish service to the Customer, and
2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company, and
3. All recurring charges specified in the applicable tariff for the balance of the then current term, and
4. Any other charges set forth in this tariff or in the service order for such early cancellation or termination.

The above sums shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this Tariff.

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2. GENERAL REGULATIONS

2.6 Cancellation, Discontinuance and Changes (Cont'd)

2.6.2 Discontinuance of Service

The Company may discontinue or refuse to furnish any and/or all service(s) to the Customer or Applicant for service without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, equipment, assets, or services.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an end user) fails to comply with Section 2.3.1.D (Use of AT&T Marks), preceding, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to AT&T's reasonable satisfaction within 30 days after the date of notification, the Company may discontinue the service upon five days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of AT&T's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. In addition, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer, to be immediately due and payable.

In the event the Company incurs fees or expenses, including attorneys' fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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2. GENERAL REGULATIONS

2.6 Cancellation, Discontinuance and Changes (Cont'd)

2.6.2 Discontinuance of Service (Cont'd)

- A. The Company may, without incurring any liability, discontinue or suspend service upon 5 days notice, or refuse service if:
1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of communications services or its planned use of the Company's service(s); or
 2. The Customer states that it will not comply or fails to comply with a request of the Company for deposits or advance payments, as specified in this Tariff; or
 3. The Customer uses service without payment for the service or the Customer fails to pay any amounts owing to the Company for services to which the Customer subscribes or had subscribed or used.

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2. GENERAL REGULATIONS

2.6 Cancellation, Discontinuance and Changes (Cont'd)

2.6.2 Discontinuance of Service (Cont'd)

- B. The Company may, without incurring any liability, discontinue or suspend service without notice, or refuse service if:
1. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service(s); or
 2. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
 3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or
 - b. Using tricks, schemes, false or invalid numbers, false credit devices, or electronic devices; or
 - c. Any other fraudulent means or devices; or
 4. Any material portion of the facilities used by the Company to provide service to the Customer is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair; or
 5. Any governmental order or directive calls for the discontinuance of service, the Customer alters the services to be provided, or the Customer violates an applicable law or regulation.

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2. GENERAL REGULATIONS

2.6 Cancellation, Discontinuance and Changes (Cont'd)

2.6.3 Changes in Service

If the Customer makes or requests material changes in circuit engineering, equipment or facility specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, Customer's charges shall be adjusted accordingly.

2.6.4 Restoration of Service

When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If a service has been suspended or disconnected for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effected upon bank clearance of the check.

If any Customer's service is restored after having been disconnected in accordance with this Tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoration of service charge.

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2. GENERAL REGULATIONS

2.7 Assignment Or Transfer Of Service

The Customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without prior notice or consent (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

2.8 Provision For Certain Local Taxes And Fees

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

2.9 Notices And Communications

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, billing or other communications.

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2. GENERAL REGULATIONS

2.10 Definitions

911 Service Area - the geographic area in which a particular PSAP will respond to all 911 calls and dispatch appropriate emergency assistance.

Automatic Location Identification (ALI)- an E911 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (e.g., secondary locations, off-premise extensions) are generally identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI) - provides for the telephone number of the calling party to be forwarded to the PSAP.

Commercial Service (Business) - Service is classified and charged for as Commercial Service where the use is primarily or substantially of a business, professional, institutional or occupational nature, or where a business directory listing is furnished.

Consumer Service (Residence) - Service is classified and charged for as Consumer Service where the primary use of the service is of a domestic nature and where the business use, if any, is merely incidental.

Customer - The person or legal entity that subscribes to service under this Tariff and is responsible for payment of tariffed charges for services furnished to that Customer.

Customer Premises - A Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on contiguous property.

Demarcation Point - The point at which common carriers terminate communications cabling in a building.

Emergency Service Number (ESN) - an ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary possibly one or more secondary PSAPs.

Exchange Area - A geographical area served by a Rate Center. The Company concurs with the Incumbent Local Exchange Carriers' exchange areas and exchange maps that are on file.

Local Exchange Service - A service which permits calling to stations in the Customer's Local Service Area.

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2. GENERAL REGULATIONS

2.10 Definitions (Cont'd)

Local Service Area - A Local Service Area is the region, comprised of one or more complete Exchange Area(s), within which a Customer can call another station at the rates and charges set forth in this Tariff.

Public Safety Answering Point (PSAP) - a communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

Rate Center - A specified geographical location used for determining mileage measurements. A list of the applicable rate centers is set forth in the AT&T Business Services Guides.

Resale - Resale is the reselling by a Customer of the Company service, facilities or equipment to others for a profit. A reseller is a Commercial Service Customer who is subject to the applicable rules and regulations of (1) the Communications Act of 1934, as amended, and the Federal Communications Commission and/or (2) the Arizona Administrative Code.

Universal Emergency Number Service - 911 - an exchange service whereby a Public Safety Answering Point (PSAP) designated by customer may receive calls dialed to the telephone number 911. The service includes facilities and equipment needed to switch and transport to the designated PSAP emergency calls originated by persons within the serving area who dial 911.

For purposes of the Universal Emergency Number Service - 911, the Company adopts the rates, terms and conditions contained in Qwest Corporation's Exchange and Network Services Price Cap Tariff, Section 9.2.1, Universal Emergency Number Service - 911.

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2. GENERAL REGULATIONS

2.10 Definitions (Cont'd)

Local Automatic Number Identification (LANI) - is a geographically significant 10-digit number that must be assigned to each customer location carrying AT&T Digital Link traffic for routing, billing and identification purposes. Where 911 service is available with Digital Link facilities, the LANI will be the telephone number of the calling party that is forwarded to the Public Safety Answering Point (PSAP). Unless it otherwise agrees, the Company will use the Customer's Main Listed Number (MLN) as the Customer's LANI.

The Customer may propose that an alternative number, other than its MLN, be used as its LANI. The Company in its sole discretion may choose to use this alternative number so long as the alternative meets all applicable legal and regulatory requirements at the time that it is proposed and at all times after it is implemented. The Company reserves the right to revert to the use of the Customer's MLN for the Customer's LANI if, at any time, the alternative number provided by the Customer is determined not to comply with applicable legal or regulatory requirements.

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2. GENERAL REGULATIONS

2.11 Emergency Number Service (911 and E911)

2.11.1 911 Service Descriptions

This tariff provides for Emergency Number Service (911 Service), which is an arrangement of Company Central Office and trunking facilities whereby a user who dials the telephone number "911" will reach the emergency report center for the telephone from which the number is dialed or may be routed to an operator if all lines to an emergency report center are busy. The telephone user who dials the 911 number will not be charged for the call.

The company shall provide to the PSAP only such name, address and telephone number information as the Customer shall provide to the Company, and for any 911 or E911 call, the Company shall only pass to the PSAP such information, including ALI and /or ANI data, as the Customer's facilities, network or station equipment shall make properly available to the Company's network and equipment for transmission to the PSAP.

Universal Emergency Number Service - 911 is an exchange service whereby a Public Safety Answering Point (PSAP) designated by customer may receive calls dialed to the telephone number 911. The service includes facilities and equipment needed to switch and transport to the designated PSAP emergency calls originated by persons within the serving area who dial 911.

For purposes of the Universal Emergency Number Service - 911, the Company adopts the rates, terms and conditions contained in Qwest Corporation's Exchange and Network Services Price Cap Tariff, Section 9.2.1, Universal Emergency Number Service - 911.

The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.

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2. GENERAL REGULATIONS

2.11 Emergency Number Service (911 and E911) (Cont'd)

2.11.2 Emergency Telephone Service Charge

The Company may assess Customers a fee, on a recurring basis, non-recurring basis, or both, and may, where required or permitted, also assess and remit appropriate surcharges or other amounts payable to public or other agencies that provide 911 services.

Because the Company's serving boundaries may not coincide with political subdivisions and 911 service district boundaries, the Company may assess standard fees and surcharges upon all service users served by a central office providing 911 service.

2.11.3 Rules, Regulations Terms and Conditions

The Customer agrees to release, indemnify, defend, and hold harmless the Company from any all claims, suits, proceedings, expenses, losses, liabilities, or damages ("Claims") by any party or parties arising out of the use or attempted use of the Customer's services for purposes of placing 911 or E911 calls, including (a) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; (b) all other Claims arising out of any act or omission of Customer or any user of the Customer's services, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder. Customer agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting any such Claims.

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3. LOCAL SERVICE AREAS

3.1 General

The Company offers Local Exchange Service within U S WEST's territory and concurs with U S WEST's exchange areas and exchange maps filed by U S WEST.

3.2 AT&T Digital Link Local Service Area

The AT&T Digital Link Local Service Area is comprised of one or more Exchange Area(s) that: (1) have a Rate Center within 0-31 miles or 0-47 miles as specified in this tariff, of the Customer's Rate Center within the LATA within the State of Arizona, or (2) are outside the Customer's LATA or outside the State of Arizona, but within the Customer's local calling area as defines by the Incumbent Local Exchange Carrier.

3.3 AT&T Local Exchange Services

The Company offers AT&T Local Exchange Services in an area located within U S WEST's territory and concurs with U S WEST's exchange areas and exchange maps filed by U S West.

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4. SPECIAL ARRANGEMENTS

4.1 Contracts

The Company may offer customized service packages under special arrangements on a case-by-case basis. Service offered under this Tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff.

4.2 Promotional Offerings

From time to time, the Company will introduce promotional offerings. The Company may offer services at a reduced rate, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes.

4.3 Market Trials

The Company may offer service to test and evaluate service capabilities, implementation procedures, technical processes, etc., or for market research, including rate experimentation purposes. Such trials will be for a limited duration.

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5. RESERVED FOR FUTURE USE

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7. AT&T LOCAL EXCHANGE SERVICES

7.1 Description

AT&T Local Exchange Services provide a Customer with an analog, voice-grade telephonic communications channel that can be used to originate or terminate one call at a time. Business lines (main or additional) are provided for connection of Customer-provided key system or single-line terminal equipment such as station sets or facsimile machines to the Company's network.

AT&T Local Exchange Services also provide Customers with the option to select analog trunks, which are designed to handle high traffic volumes associated with connection to Customer provided Private Branch Exchange (PBX) equipment or capable key system. The Customer may opt to utilize business trunks for outgoing calls only (DOD), incoming calls to an attendant (One-way In Local Trunk), incoming calls without utilizing an attendant (DID) or a combination of both incoming calls to an attendant and outgoing calls (Two-way Combo-Attendant Trunk). Direct Inward Dialing (DID) service allows incoming calls to be terminated directly to an end user behind a PBX or capable key system. When DID service is ordered, direct inward dialing (DID) numbers must be purchased from the Company. AT&T Local Exchange Services are available where facilities and operating systems exist. AT&T Local Exchange Services include Touch Tone.

Customers utilizing AT&T Local Exchange Services must subscribe to a sufficient number of lines/trunks to handle adequately the volume of traffic offered (received or originated) without interfering with any of the services offered by the Company. The number of lines/trunks required to handle adequately such traffic will be determined by Company measurements. In the event that an inadequate number of lines/trunks cause interference, the Company shall have the right to discontinue service without prior notification to the Customer.

AT&T Local Exchange Services may be offered in conjunction with an associated long distance service offering provided by AT&T.

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7. AT&T LOCAL EXCHANGE SERVICES

7.2 Monthly Recurring Charges

AT&T Local Exchange Services are subject to monthly recurring charges on a per-line or per-trunk basis. Customers who order AT&T Local Exchange Services associated with any of the following long distance services will be charged the Monthly Recurring charges as shown in the Price List: AT&T Business Network-UniPlan Basic, AT&T Business Network-UniPlan OneRate, AT&T CustomNet-Simply Better, OneNet Option or AT&T Business Network Service. All other AT&T Local Exchange Services customers will be charged as shown in the Price List. Customers who order AT&T Local Exchange Services associated with ACC Business Service will be charged as shown in the Price List.

DID number blocks are subject to monthly recurring charges for the initial block of 20 numbers and for each additional block of 10 numbers. Customers who order AT&T Local Exchange Services associated with any of the following long distance services will be charged the Monthly Recurring charges as shown in the Price List: AT&T Business Network-UniPlan Basic, AT&T Business Network-UniPlan OneRate, AT&T CustomNet-Simply Better, OneNet Option or AT&T Business Network Service. All other AT&T Local Exchange Services customers will be charged as shown in the Price List. ACC Business Service Customers will be charged as shown in the Price List.

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7. AT&T LOCAL EXCHANGE SERVICES

7.3 Non-Recurring Charges

A. Installation Charge

AT&T Local Exchange Services are subject to a non-recurring Installation Charge on a per-line or per-trunk basis unless otherwise specified. The standard installation charge will be waived for new AT&T Local Exchange Services Customers.

B. Service Order Charge

Requests for ordering, connecting, installing, changing or moving of telecommunications services that relate to AT&T Local Exchange Services under this offer are subject to non-recurring Service Order Charges on a per order basis. Service Order Charges do not apply to disconnection of service. The Service Order Charge will be waived for new AT&T Local Exchange Services Customers.

C. Line/Trunk Move or Add with Dispatch

Adds and moves to an existing Local Service line or trunk that require dispatch of Company personnel to a Customer location are subject to non-recurring charges on a per-site, per-hour basis, with a one hour minimum charge per-site, beginning from the time when the Company's employee or contractor enters the Customer's location. Should the service call exceed one hour, the customer will be assessed charges in 15-minute increments until the service call is completed. Such dispatch services may include, but are not limited to, work with Company on-premise equipment, the demarcation point, or the facilities which is done after the initial installation of service.

D. Feature Change Charge

Feature change charges are applied to an existing Local Service line when the customer requests to add or change a standard feature. This charge is assessed per-line/per feature and for each occurrence. In addition, a Service Order Charge will apply on a per-order basis with any feature change charges.

E. Record Order Charge

A Record Order Charge is applied to existing Local Service Customers who initiated a change to their billing records, including but not limited to a suspension of services, change in mailing address of billing party, change in name of billing party, or an addition or change of calling card or intraLATA calling plan services. A Service Order Charge is not charged with a Record Order Charge. For changes applied to directory listings, see non-recurring directory listing charges in the Price List.

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7.3 Non-Recurring Charges (Cont'd)

F. Pre-Installation Cancellation Charge

Pre-Installation Cancellation Charge is assessed when a Customer, after accepting a customer-concurred due (CCD) date from the service provider, cancels the entire Local Service order prior to completed installation. This charge also applies when the Customer accepts only partial installation of the Local Service order at the accepted CCD date and further installation must be scheduled for a later date.

G. 25 Pair Termination Block Charge

A 25 Pair Termination Block Charge is assessed if the Customer requires an RJ21X hand-off device to be installed in order to obtain AT&T Local Exchange Services from the Company.

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7.4 Features

Optional features are available with AT&T Local Exchange Services. Customers may order features individually or as part of a Feature Package, as shown below. Feature Packages are not available for ACC Business. Monthly Recurring Charges associated with features are applied on a per-line basis, and are in addition to any other applicable charges. Customers who order AT&T Local Exchange Services associated with any of the following services will be charged the Monthly Recurring Charges shown in the Price List: AT&T Business Network-UniPlan Basic, AT&T Business Network-UniPlan OneRate, AT&T CustomNet-Simply Better or OneNet Option. All other AT&T Local Exchange Services Customers will be charged as shown in the Price List. ACC Business Customers will be charged as shown in the Price List. Usage charges also apply to some features. The Company is not responsible for the compatibility of products and services of outside vendors. The following optional features and feature packages may be ordered:

Anonymous Call Rejection (ACR)

This feature allows the subscriber to automatically reject calls from callers who block delivery of their name or telephone number. Customers activate Anonymous Call Rejection by pressing *77. Customers cancel ACR by pressing *87. It does not block calls from numbers that are unavailable.

Blocked calls or calls marked private are routed to an announcement that will indicate that the called party is not accepting calls from parties with private numbers. Anonymous Call Rejections will be automatically provisioned (free of charge) to all AT&T Local Service Caller ID services customers.

Call Forward Busy

This feature allows the customer to designate a telephone number to which their calls will be forwarded to in the event that their number is already in use. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

Call Forward No Answer

This feature allows the customer to designate a telephone number to which their calls are forwarded to after a predetermined time with no answer. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

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7.4 Features (Cont'd)

Call Forward Variable

This feature enables a customer to program their telephone to forward their calls to another telephone number. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

Call Return

This feature redials the number of the most recent incoming call to the Customer's telephone number. This feature is activated when the user dials *69. The number of the most recent incoming call will then be dialed for up to 30 minutes and the user will be signaled with a special ring if the called number becomes available. The user will be charged each time this feature is activated, regardless of whether the called party answers. Calls completed with this feature will be subject to all appropriate local, local toll and/or long distance charges. This feature cannot be activated when the number of the most recent incoming call has call or line blocking or is otherwise unavailable. The following limitations apply to the Call Return function:

- 3-Way Calling: Call Return will only work for the first party called, not for the second.
- Call Return will not work to call a customer who has Call Forwarding Variable, or to call a toll-free, 900 or private number.
- Repeat Dialing cannot be used right after Call Return is used, unless the user dials an outgoing call.

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7.4 Features (Cont'd)

Call Trace

This feature permits the user to activate an immediate trace of a prank or harassing call by hanging up and dialing *57. When Call Trace is initiated, the Customer's telephone number and the telephone number of the last received calling party number are captured and made available to the Customer's local law enforcement agency. After dialing *57, the Customer receives a recording indicating the trace was successful. The Customer may then call Customer's local law enforcement agency to pursue further action. The Company does not represent that any local law enforcement officials will take action with regard to the traced call. The charge for Call Trace is assessed on a per use basis. The Customer will be charged only for successful traces.

In addition to, and not in limitation of, the provisions in Section 2.2, the Company's liability, if any, other than for its gross negligence or willful misconduct, with respect to any claim or suit brought by, or other legal remedies available to the Customer for damages associated with the success or failure of Call Trace, shall not exceed the charge that the Customer incurred for Call Trace. Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the use of Call Trace.

Call Transfer

This feature allows a subscriber to transfer an established call to any other line without requiring the assistance of an operator or attendant. The user is responsible for all usage charges associated with the transferred call for the duration of the call.

Call Waiting/Cancel Call Waiting

The Call Waiting feature enables a customer already on a call to be notified of another call by the sound of a Call Waiting tone. The customer depresses the switchhook to answer the new call, placing the original call on hold. The Cancel Call Waiting feature enables a customer to deactivate the Call Waiting feature. There is no additional charge for the Cancel Call Waiting feature.

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7.4 Features (Cont'd)

Caller ID

This feature permits the display of a caller's telephone number on a Customer Premise Equipment display unit. Calling party information may indicate the directory number of the calling party or show that the number of the calling party is private or unavailable.

Caller ID Blocking-Per Call

Caller ID blocking is also available on a per call basis. Caller ID Blocking Per Call is automatically enabled for all customers with AT&T Local Exchange Services. The purchase of Caller ID is not required.

Caller ID Blocking-Per Call is activated by dialing a special code (*67) prior to placing a call. Blocking will be activated for that outgoing call only.

Caller ID Blocking-Per Call is provided without charge.

Caller ID Blocking-Per Line

A calling party may block the passage of his/her telephone number or associated main listed name to users of or subscribers to AT&T Local Exchange Services which utilize Signaling System 7 (SS7) technology.

The customer must contact the Telephone Company's business office to order Caller ID Blocking-Per Line. The purchase of Caller ID is not required. All calls are automatically blocked when a customer subscribes to line blocking unless the blocking feature is deactivated.

If a customer subscribes to line blocking, he/she can deactivate blocking by dialing a special code (*82) prior to placing a call. Blocking will be deactivated for that outgoing call only.

Caller ID Blocking-Per Line is provided without charge.

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7.4 Features (Cont'd)

Caller ID with Name

This feature permits the display of a listed name associated with telephone number from which the call is being made. The name and number will be delivered to a customer-provided display device.

Distinctive Ring Service

This feature enables the customer to have two telephone numbers assigned to a single analog line. Each telephone number will have a unique ringing pattern. Customers have the option of having the additional telephone number listed in the directory.

Inside Wire Maintenance Plan

The optional Inside Wire Maintenance Plan will provide diagnosis and repair of the customer-owned inside phone wire and jacks with no additional charges for the service call or for time and materials. This service is billed to the Customer as a monthly recurring charge on a per-line basis. The Plan is provided only on analog Local Service Customer lines. AT&T will provide a service technician to diagnose service problems and repair defects in the Customer telecommunications equipment and facilities from the demarcation point to the Customer telephone jacks and extensions. The Service Plan does not include repair or replacement of telephone sets or repairs to non-standard wire and jacks that do not comply with Part 68 of the FCC Rules. It also does not include repairs to problems that existed prior to Customer's subscription to the Service. The Service Plan covers only service problems within Customer's premises at the location to which the service technician is dispatched and does not cover problems related to or caused by third party providers of telecommunications services. AT&T will not be responsible for restoration of premises if asked to repair concealed wire.

The Customer is responsible for obtaining and/or providing access to all areas of the Customer premises necessary to diagnose and repair the Customer service or equipment problems. If the Customer fails to provide this access during regular business hours, AT&T will not be responsible for diagnosis or repair.

If a customer does not wish to continue to be enrolled in the Plan, the customer may terminate the plan by contacting AT&T.

For rates and charges refer to the Price List.

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7.4 Features (Cont'd)

Inside Wire Maintenance Plan - Maintenance Service Call

AT&T provides its customers with an optional Inside Wiring Service which is available on a per use basis and referred to as the Maintenance Service Call. This option is available to customers who do not have the AT&T Inside Wire Maintenance Plan prior to the time the trouble is reported. The customer contacts AT&T to perform the diagnosis and repair functions for the reported occurrence and AT&T dispatches a service technician to the Customers' service location. AT&T charges a fixed price for the premise service visit; the fee will be appear as a one-time charge on the customer's AT&T phone bill for each unique dispatch requested/required. The Service Call option is available to both new and existing customers.

Service Calls are provided only on analog Local Service customer lines. AT&T will provide a Service technician to diagnose service problems and repair defects in the Customer telecommunications equipment and facilities from the demarcation point to the Customer telephone jacks and extensions. The Service does not include repair or replacement of telephone sets or repairs to non-standard wire and jacks that do not comply with Part 68 of the FCC Rules. The Service covers only service problems within Customer's premises at the location to which the Service technician is dispatched and does not cover problems related to or caused by third party providers of telecommunications services. AT&T will not be responsible for restoration of premises if asked to repair concealed wire.

The Customer is responsible for obtaining and/or providing access to all areas of the Customer premises necessary to diagnose and repair the Customer service or equipment problems. If the Customer fails to provide this access during regular business hours, the Customer will nonetheless be responsible for the charges.

For rates and charges refer to the Price List.

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7. AT&T LOCAL EXCHANGE SERVICES

7.4 Features (Cont'd)

Local Number Portability Surcharge

Local Number Portability (LNP) Service provides end users of telecommunication service, where facilities permit, the ability to retain their existing telephone number when switching from one local exchange service provider to another provided that the end user Customer remains within the same rate center.

LNP Service provides for the completion of all calls to ported telephone numbers, as described above, regardless of where the call originates.

Monthly recurring charges for LNP service will apply to end user Business Service All Other Customers. The charge will be applied on a per line basis as provided in the Price List.

LNP Service charge will be assessed on all lines beginning on February 13, 2002 and concluding on November 30, 2006.

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7. AT&T LOCAL EXCHANGE SERVICES

7.4 Features (Cont'd)

Remote Call Forwarding

Remote Call Forwarding (RCF) is a service whereby a call placed from a station (the originating station) to a customer's (the RCF customer) telephone number (the call forwarding location) is automatically forwarded by Company central office equipment to another station designated by the RCF customer (the terminating station). Calls forwarded with this feature will be subject to all appropriate local, local toll and/or long distance charges from the call forwarding location to the terminating station.

The services to which RCF calls are forwarded are provided independent of the RCF service and may not be within the Company's jurisdiction. Further, such services can be changed subsequent to the provision of an RCF service. Consequently, it is impractical to assure that such increased tandem forwarding never occurs.

Where the Company is aware of such a service configuration, it reserves the right to modify such arrangements. Modifications may include, but are not limited to, changing the associated forwarded-to number or termination of the RCF service. The RCF customer will be responsible for normal tariff charges for such changes.

Limitations:

- A. Remote Call Forwarding service is offered subject to availability of suitable facilities.
- B. RCF service is not offered where the terminating number is a coin or coinless pay telephone.
- C. The Company does not guarantee identification of the originating telephone number to the Remote Call Forwarding customer.
- D. Transmission quality may vary depending on the distance and routing necessary to complete a call. Since RCF service "tandems" two calls into one call, normal transmission quality is not assured for calls forwarded via RCF. Nonetheless, the resulting transmission performance will generally meet the RCF customer's voice-grade needs. Service arrangements which tandem more than two calls into one are more likely to result in unacceptable transmission quality; therefore, the Company will not knowingly forward calls via RCF to another telecommunications service arranged for permanent call forwarding. This policy can be administered only at the time RCF is ordered, and applies only in the forwarding direction.

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7.4 Features (Cont'd)

Remote Call Forwarding (Cont'd)

- E. Remote Call Forwarding is not represented as suitable for satisfactory transmission of data.
- F. Remote Call Forwarding is provided on the condition that the customer subscribe to sufficient RCF features and facilities to adequately handle calls to the RCF customer without interfering with or impairing any services offered by the Company. If in the opinion of the Company, additional Remote Call Forwarding features at the call forwarding location or facilities at the terminating station line are needed, the customer will, where appropriate, be required to subscribe to such additional RCF features and facilities. In the event the customer refuses to subscribe to such additional RCF features and facilities, said customer's RCF service shall be subject to termination.
- G. When the Call Forwarding number is to be located in a multioffice exchange, the Company will determine the serving central office.
- H. Remote Call Forwarding will be limited to five access paths from the RCF Customer's primary business telephone number.
- I. Calls can only be forwarded to the Customer's primary business telephone location.

Minimum Contact Period

The minimum contract period for this service is one month.

Charges

The charges are for the Remote Call Forwarding feature and additional access facilities only and are in addition to applicable charges for service and equipment with which it is used.

Remote Call Forwarding is only available with AT&T All In One Service and AT&T ACC Business Service.

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7.4 Features (Cont'd)

Repeat Dial

This feature allows the user to redial the last number dialed. To activate this feature, the user dials *66. The last number dialed will then be redialed for up to 30 minutes and the user will be signaled with a special ring if the called number becomes available. The user will be charged each time this feature is activated regardless of whether the called party answers. Calls completed with this feature will be subject to all appropriate local, local toll and/or long distance charges. The following limitations apply to the Repeat Dial function when used with other features:

- Call Forwarding: Repeat Dialing may be denied when used to call numbers with Call Forwarding features.
- The following types of calls will be denied when Repeat Dialing is initiated: 911, 411, 611, Busy Line Verification calls, Directory Assistance calls, Operator Assisted calls, and Partial dials.
- The following types of calls may be marked invalid: 800, 900, and 20+ digit calls.
- 3-Way Calling: Repeat Dialing will only work for the first party called, not for the second.

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7.4 Features (Cont'd)

Selective Call Rejection

This feature allows the customer to prevent calls from an unwanted caller whose number has been added to the customer's selective call rejection list. Customers can activate Selective Call Rejection by pressing *60. Customers can cancel Selective Call Rejection by pressing *80. Once activated, unwanted telephone numbers are routed to a recorded message informing the caller that the called party does not wish to accept their call. Up to 31 telephone numbers may be stored.

Speed Dialing 8

This feature allows the customer to use 1-digit speed calling to complete calls. Up to 8 numbers can be stored in memory.

Speed Dialing-30

This feature allows the customer to use two-digit speed calling to complete calls. Up to 30 numbers can be stored in memory. Speed Dial 30 is only available with AT&T All In One Service and AT&T ACC Business Service.

Three Way Calling

This feature allows the customer to connect a third party call to an existing call. The Customer assumes financial responsibility for all calling charges generated by the use of this feature.

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7.5 Features Packages

The following Feature Packages may be ordered. Feature Packages are not available for ACC Business Service.

Feature Package 1 includes:

Call Forward Variable and Three Way Calling.

Feature Package 2 includes:

Call Forward Variable, Three Way Calling and Call Waiting/Cancel Call Waiting.

Feature Package 3 includes:

Call Forward Variable, Three Way Calling, Call Waiting/Cancel Call Waiting, Call Forward Busy and Speed Dialing 8.

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7.6 Directory Listings

Customers who subscribe only to the outbound calling service (DOD) of AT&T Local Exchange Services are not provided with Directory Listings. Customers who subscribe to either Direct Inward Dialing (DID) or One-way Inward Trunk service of AT&T Local Exchange Services receive Directory Listing(s) as follows:

A. General

Customers shall provide the Company with information for all Directory Listings.

The Company will include the Customer's Main Listings in the white and yellow page directories, and offer Additional Listings to the Customer at an additional charge(s). The Customer must identify its Non-Published and Non-Listed business telephone numbers for directory purposes.

The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting Listings as presented by the Customer.

If a Customer that subscribes to AT&T Local Exchange Services under this tariff for the purpose of resale to other Parties wishes to obtain Directory Listings for its end users, the Customer must provide the Company with all information necessary for such listings in the form required by the Company. The Company will not accept such information directly from the Customer's end users, and will not gather such information for the Customer. AT&T shall not be liable to the Customer's end users for any damages arising from errors or omissions in connection with such Directory Listings.

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7.6 Directory Listings (Cont'd)

B. Main Listings

The Customer will receive one free Main Listing, per location, in the alphabetical section of the directory that serves the Customer's location. Business Customers will receive a single white page and a single yellow page listing.

C. Additional Listings

The term Additional Listing denotes any white page listing, regardless of form, in addition to the Main Listing. A monthly rate applies for each Additional Listing. Additional Listings may be any of the following:

1. If the Customer is a partnership or a firm, names of partners or members of the firm;
2. If the Customer is a corporation, names of officers of the Corporation; or
3. For any business establishment, names of associates or employees of the establishment or other listings as agreed to by the Company.

Additional Listings also may be the bona fide names of firms or corporations, which the Customer owns or controls or is duly authorized to represent, or names under which business is regularly conducted.

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7.6 Directory Listings (Cont'd)

D. Non-Published Listings

1. General

Non-Published telephone numbers are not listed in directories or Directory Assistance records available to the general public.

2. Regulations

The Company will enable incoming calls only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

In addition to, and not in limitation of, the provisions in Section 2.2, the Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the telephone number of a Non-Published Listing in the directory or disclosing said Listing to any person, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have incurred for that Non-Published Listing for the affected period.

Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the Non-Published Listing or the disclosing of said Listing to any person.

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7.6 Directory Listings (Cont'd)

E. Non-Listed Listings

1. General

Non-Listed telephone numbers are not listed in the directories but are included in Directory Assistance records available to the general public.

2. Regulations

The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

In addition to, and not in limitation of, the provisions in Section 2.2, the Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to the Customer for damages associated with publishing the telephone number of Non-Listed Listing in the directory, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have incurred for that Non-Listed Listing for the affected period.

Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the Non-Listed Listing.

F. Installation/Change Charge

An Installation/Change Charge is a non-recurring charge applicable to customer-requested changes of a Non-Published or Non-Listed listing. This charge also applies to the installation of a Non-Published or Non-Listed listing after the initial installation of the Customer's local service. Changes to published listings are not subject to an Installation/Change Charge.

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7.7 Local Operator Services

A. Local Directory Assistance

Allows Customers to obtain help determining listed telephone numbers. A maximum of two (2) requested telephone numbers will be provided for each Local Directory Assistance Call. In addition to the Local Directory Assistance Service Charge, a surcharge will apply when a Customer bills the Local Directory Assistance Call to a Calling Card or to a third party or requests operator assistance to place a call to Local Directory Assistance.

B. Busy Line Verification

Provides operator assistance in determining if there is conversation in progress on a called station. There is a per request charge for verification service.

C. Busy Line Verification with Interrupt

Provides for operator interruption of a conversation in progress on a called station. A charge applies for each attempt to interrupt regardless of whether or not the called station releases the call. A Busy Line Verification must be made prior to a Busy Line Interrupt. The Customer shall indemnify and save the Company harmless against all claims by either party to the interrupted call or any other person that may arise from the use of Busy Line Interrupt.

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7.7 Local Operator Services (Cont'd)

D. Operator Assistance

1. Operator Station Service Charge

An Operator Station service charge applies when calls are completed with the assistance of a Company operator, except as specified, for Customer-Dialed Calling Card Station, Person-to-Person and Billed to Third Party classes of service.

2. Customer Dialed Calling Card Station

Customer-Dialed Calling Card Station charges apply when calls are originated and billed as specified below. Customer-Dialed Calling Card Station charges do not apply when: (1) the Customer dials the appropriate AT&T access code and does not enter the called number prior to the call timing out and being transferred to a live AT&T operator or the automated operator system; or (2) the Customer dials an AT&T designated number for completion of Customer-Dialed Calling Card Calls, but fails to respond to system prompts and must be transferred to a Company operator.

a. Customer Dialed/Automated

The Customer dials the appropriate AT&T access code (e.g., 0, 1010288+0, an AT&T designated number for completion of Customer Dialed Calling Card Calls) plus the desired telephone number and completes the call without the assistance of a live AT&T operator or the automated operator system (except in the case of calls made from a rotary phone) and the call is billed to a Calling Card, or

b. Customer Dialed & Operator Assisted

The Customer dials the appropriate AT&T access code (e.g., 0, 1010288+0, an AT&T designated number for completion of Customer dialed Calling Card Calls) plus the telephone number desired but uses Company operator assistance that is limited to recording the Calling Card number for billing purposes, or

c. Customer Dialed - Operator Must Assist

The Customer dials the appropriate AT&T access code (e.g., 0, 1010288+0, or an AT&T-designated desired telephone number and (1) the local exchange Operator Services equipment capability precludes the Customer from completing the call without the assistance of a Company Operator and the call is billed to the Customer's Calling Card, or (2) the Customer's Calling Card number, when input, is not the accepted length to be automatically validated and requires operator intervention.

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7.7 Local Operator Services (Cont'd)

D. Operator Assistance (Cont'd)

2. Customer Dialed Calling Card Station (Cont'd)

d. Types of Calling Cards

Each of the preceding types of calls is further classified based upon the type of calling card that is used for billing purposes, as follows:

(1). AT&T CIID/891 Card

An AT&T Calling Card which contains a billing number issued to AT&T in the Card Issuer Identifier (CIID) or "891" international format or "personal choice" format.

(2). Calling Card other than the AT&T CIID/891 Card

(a) Local Exchange Company Calling Card

A calling card issued by a Local Exchange Company that is accepted by AT&T for the billing of calls over its Network.

(b) Commercial Credit/Charge Card

A credit/charge card issued by a non-carrier that is accepted by AT&T for the billing of calls over its Network.

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7. AT&T LOCAL EXCHANGE SERVICES

7.7 Local Operator Services (Cont'd)

D. Operator Assistance (Cont'd)

3. Person-to-Person

Person-to-Person charges apply where the person originating the call specifies to the operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX or Centrex attendant.

After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

4. Billed to Third Party

Billed to Third party charges apply when the person originating the call specifies to the operator that the call will be billed under an arrangement by which the call will be charged to an authorized station other than the station originating the call or the station where the call is terminated.

5. Operator Assistance Local Usage Rates

Operator Assistance Local Usage rates apply to Operator-handled local calls. Calls are billed in one-minute increments, with an initial billing period of one minute.

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7. AT&T LOCAL EXCHANGE SERVICES

7.8 Directory Assistance Service

Directory Assistance Service is furnished in the state of Arizona and allows the Customers and Users of the Company's Local Exchange Services to obtain directory assistance in determining telephone numbers within the LATA in which they subscribe to such service by calling the Directory Assistance operator. It does not apply to directory assistance calls for points outside the LATA in which the caller is located.

A. Rates

Directory Assistance charges apply on a per-call basis, with a maximum of two requested telephone numbers allowed per call. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers. A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance.

B. Exemptions

No charge applies for:

1. Calls for Directory Assistance originating from coin telephones.
2. Calls for Directory Assistance from Users who have requested exemption for the Directory Assistance Charge because they are unable to use telephone directories due to physical or mental limitations. To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. The Company shall treat information contained on the exemption records as confidential. The Customer shall notify the Company when the need for an exemption no longer exists.

C. Credit

A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut-off during the call, the Customer is given an incorrect telephone number, or the Customer inadvertently misdials. To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

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7. AT&T LOCAL EXCHANGE SERVICES

7.9 AT&T Local Exchange Services-ISDN PRI

Description

AT&T Local Exchange Services-ISDN PRI is an optional service arrangement for local exchange access based on the Primary Rate Interface (PRI) arrangement of the Integrated Services Digital Network (ISDN). AT&T Local Exchange Services-ISDN PRI is a high capacity access path for communications providing voice or data transmission over the Company's exchange network. AT&T Local Exchange Services-ISDN PRI is available where facilities and operating systems exist.

Customers using the facilities for data transmission only will be subject to the Monthly Recurring Data Facility Charges in lieu of the standard Monthly Recurring Facility Charge

AT&T Local Exchange Services-ISDN PRI is an alternative for individual local exchange access loop services such as Direct Inward Dialing (DID) and Direct Outward Dialing (DOD). It can also be used as loop transport for circuit switched data.

AT&T Local Exchange Services-ISDN PRI is provisioned on the 1.544 megabits per second (MBPS) bandwidth and uses ISDN architecture of 23 B or bearer channels and 1 D or data channel (Primary) or 24 B channels (Secondary) to provide the Customer with the capabilities of simultaneous access, transmission, and switching of voice, data, and imaging services via channeled transport.

ISDN describes the end-to-end digital telecommunications network architecture that provides for the simultaneous access, transmission, and switching of voice, data, and imaging services. These functions are provided via channeled transport facilities over a limited number of standard user-network interfaces. The ISDN architecture consists of digital switching systems that connect Primary Rate Interface lines to their serving central office.

The B Channel is a 64 kilobits per second (KBPS) channel used for information transfer between users and may be used in conjunction with circuit-switched service. The D Channel is a 64 KBPS per second channel that carries signaling and control for the B channels. The backup D Channel automatically takes over for a failed D channel in case of trouble and is purchased as part of a 23B+Backup D PRI Arrangement.

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7. AT&T LOCAL EXCHANGE SERVICES

7.9 AT&T Local Exchange Services-ISDN PRI (Cont'd)

Call-by-Call Service Selection provides an option to the Dedicated B Channel Configuration allowing B channels to be configured to access multiple services on a per-call basis. With this optional feature, separate facilities are not needed for individual services such as DID and DOD. Separately obtained customer premise equipment is required to signal the local serving central office as to what type of services to access for each call.

AT&T Local Exchange Services-ISDN PRI is offered in conjunction with the following long distance services provided by AT&T and are described in this tariff: AT&T Business Network and OneNet Option.

At the Company's discretion, the Company may reconfigure the Customer's service to another service provided by AT&T or one of its affiliates if the Customer's usage meets one or more of the following criteria: (1) equals or exceeds 90% utilization for inbound calling on trunks configured for Inbound and Outbound calling functionality, (2) equals or exceeds an average call duration of 10 minutes per call for inbound calling, (3) equals or exceeds CCS (one hundred call seconds or one hundred seconds of telephone conversation) loading of 32 CCS, or (4) equals or exceeds 300,000 minutes of use for inbound calling per DS-1 facility. The Customer will be charged rates for the alternative service as defined in the applicable tariff. The Company reserves the right to audit the Customer's usage for the above conditions.

Upon detection of any of the four conditions stated above, the Company will inform the Customer by written notice of its intention to reconfigure the Customer's service and identifying the alternative service available for the Customer's calling pattern. First Class U.S. Mail will send written notice at least 30 days prior to the actual reconfiguration of service. The Customer must either return the written notice indicating its acceptance of the reconfiguration and its associated rates or may terminate the service commitment or contract. Notice of the Customer's desire to accept the alternative service or cancel the service commitment or contract must be provided in writing to the Company prior to the end of the 30-day notice period. If no notice is received the service will be terminated.

After reconfiguration to the alternative service, if the Customer's usage changes so that it no longer exceeds the criteria stated above, the Customer may request that the Company reconfigure the service back to the original service, with its associated rates and features. The Company will review the request and, upon determination that usage no longer exceeds the above criteria after two full billing periods, reconfigure the Customer's service back to the original service within 30 days.

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7. AT&T LOCAL EXCHANGE SERVICES

7.9 AT&T Local Exchange Services-ISDN PRI (Cont'd)

Monthly Recurring Charges

AT&T Local Exchange Services-ISDN PRI is subject to monthly recurring charges on facilities as shown in the Price List.

DID number blocks are subject to monthly recurring charges for the initial block of 20 numbers and for each additional block of 10 numbers, as shown in the Price List.

Non-Recurring Charges

A. Installation Charge

AT&T Local Exchange Services-ISDN PRI is subject to a non-recurring Installation Charge unless otherwise specified.

B. ISDN Facility Change Order Charge

ISDN Facility Change Order Charge applies to each Service Order, excluding installation orders issued that requires provisioning.

C. Directory Listings

Directory Listings are provided as described in Section 7.6 preceding.

D. Local Operator Service

Local Operator Service is provided as described in Section 7.7 preceding.

E. Directory Assistance Service

Directory Assistance Service is provided as described in Section 7.8 preceding.

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7. AT&T LOCAL EXCHANGE SERVICES

7.10 AT&T Local Exchange Services-DS-1 Digital Facilities

Description

DS-1 Digital Facilities is a digital service providing dedicated connections from an end user's digital Private Branch Exchange (PBX), key system, or hybrid device to the AT&T Local Service Switch Port.

The Customer may opt to utilize AT&T Local Exchange Services-DS-1 Digital Facilities for outgoing calls only (DOD), incoming calls terminated directly to an end user behind a PBX or capable key system (DID), a combination of both incoming calls to an attendant and outgoing calls (Two-way Combo) or a combination of both incoming calls directly to an end user and outgoing calls (DID/DOD). When DID or DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company. AT&T Local Exchange Services-DS-1 Digital Facilities is available where facilities and operating systems exist. AT&T Local Exchange Services-DS-1 Digital Facilities includes Touch-Tone.

Customers utilizing AT&T Local Exchange Services-DS-1 Digital Facilities must subscribe to a sufficient number of DS1 facilities to handle adequately the volume of traffic offered (received or originated) without interfering with any of the services offered by the Company. The number of DS1 facilities required to handle adequately such traffic will be determined by Company measurements. In the event that an inadequate number of DS1 facilities causes interference, the Company shall have the right to discontinue service without prior notification to the Customer.

AT&T Local Exchange Services-DS-1 Digital Facilities is offered in conjunction with an associated long distance service offering provided by AT&T: AT&T Business Network and OneNet Option.

At the Company's discretion, the Company may reconfigure the Customer's service to another service provided by AT&T or one of its affiliates if the Customer's usage meets one or more of the following criteria: (1) equals or exceeds 90% utilization for inbound calling on trunks configured for Inbound and Outbound calling functionality, (2) equals or exceeds an average call duration of 10 minutes per call for inbound calling, (3) equals or exceeds CCS (one hundred call seconds or one hundred seconds of telephone conversation) loading of 32 CCS, or (4) equals or exceeds 300,000 minutes of use for inbound calling per DS-1 facility. The Customer will be charged rates for the alternative service as defined in the applicable tariff. The Company reserves the right to audit the Customer's usage for the above conditions.

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7. AT&T LOCAL EXCHANGE SERVICES

7.10 AT&T Local Exchange Services-DS-1 Digital Facilities (Cont'd)

Description (Cont'd)

Upon detection of any of the four conditions stated above, the Company will inform the Customer by written notice of its intention to reconfigure the Customer's service and identifying the alternative service available for the Customer's calling pattern. First Class U.S. Mail will send written notice at least 30 days prior to the actual reconfiguration of service. The Customer must either return the written notice indicating its acceptance of the reconfiguration and its associated rates or may terminate the service commitment or contract. Notice of the Customer's desire to accept the alternative service or cancel the service commitment or contract must be provided in writing to the Company prior to the end of the 30-day notice period. If no notice is received the service will be terminated.

After reconfiguration to the alternative service, if the Customer's usage changes so that it no longer exceeds the criteria stated above, the Customer may request that the Company reconfigure the service back to the original service, with its associated rates and features. The Company will review the request and, upon determination that usage no longer exceeds the above criteria after two full billing periods, reconfigure the Customer's service back to the original service within 30 days.

Monthly Recurring Charges

AT&T Local Exchange Services-DS-1 Digital Facilities is subject to monthly recurring charges on DS1 facilities as shown in the Price List.

DID number blocks are subject to monthly recurring charges for the initial block of 20 numbers and for each additional block of 10 numbers, as shown in the Price List.

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7. AT&T LOCAL EXCHANGE SERVICES

7.10 AT&T Local Exchange Services-DS-1 Digital Facilities (Cont'd)

Non-Recurring Charges

A. Installation Charge

AT&T Local Exchange Services-DS-1 Digital Facilities is subject to a non-recurring Installation Charge unless otherwise specified.

B. Change Order Charge

Change Order Charge applies to each Service Order, excluding installation orders, issued that requires provisioning.

C. Directory Listings

Directory Listings are provided as described in Section 7.6 preceding.

D. Local Operator Service

Local Operator Service is provided as described in Section 7.7 preceding.

E. Directory Assistance Service

Directory Assistance Service is provided as described in Section 7.8 preceding.

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7. AT&T LOCAL EXCHANGE SERVICES

7.11 Maximum Rates and Charges¹

7.11.1 Reserved for Future Use

7.11.2 Monthly Recurring Charges

Monthly recurring line and/or trunk charge includes customer's local calling.

- A. Monthly Recurring Charges shown below apply to Customers who order AT&T Local Exchange Services associated with AT&T UniPlan Basic, AT&T UniPlan OneRate, AT&T CustomNet-Simply Better, OneNet Option or AT&T Business Network.

Line Charges

	<u>Per Month</u> <u>Charge</u>	<u>Installation</u> <u>Charge</u>
Per Main Business Line	\$ 59.00	\$50.00
Per Add'l Business Line	\$ 59.00	\$50.00
Per DOD Trunk	\$ 69.50	\$50.00
Per Two-Way Combo-Attendant Trunk	\$ 69.50	\$50.00
Per One Way In Local Trunk	\$ 69.50	\$50.00
Per DID Trunk	\$150.50	\$50.00
DID Number Blocks		
Initial 20 Numbers	\$ 5.50	
Each add'l 10 Numbers	\$ 2.50	

Rounding of Charges

If the computed usage charges or credit for such charges include one-half cent or more, the fraction is rounded up to the next highest cent. Fractions of less than one-half cent are rounded down to the next whole cent, unless the cost of the call would total less than \$.01. The minimum charge for each local call made by a OneNet customer is \$.01

Note 1: See Price List for current rates.

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7. AT&T LOCAL EXCHANGE SERVICES

7.11 Maximum Rates and Charges¹

7.11.2 Monthly Recurring Charges

- B. Monthly Recurring Charges shown below apply to all other AT&T Local Exchange Services Customers.*

Plan A Flat Rate

Line Charges

	<u>Per Month</u> <u>Charge</u>	<u>Installation</u> <u>Charge</u>
Per Main Business Line	\$ 65.50	\$50.00
Per Add'l Business Line	\$ 65.50	\$50.00
Per DOD Trunk	\$ 77.00	\$50.00
Per Two-Way Combo-Attendant Trunk	\$ 77.00	\$50.00
Per One Way In Local Trunk	\$ 77.00	\$50.00
Per DID Trunk	\$167.00	\$50.00
DID Number Blocks		
Initial 20 Numbers	\$ 6.00	
Each add'l 10 Numbers	\$ 3.00	

*This plan is not available either under this tariff or through any AT&T Contract tariff or contract referencing this tariff to new customers who did not have it on order before March 31, 2003. Existing customers with this plan in effect or on order prior to March 31, 2003 will continue to receive service pursuant to the plan under existing conditions, including with respect to the addition of new lines to existing service, unless and until such customers request service pursuant to an alternate plan.

The following Monthly Recurring Charges are applicable for AT&T All In One Local Exchange Services Customers.

AT&T All In One Plan B Flat Rate

Line Charges

	<u>Per Month</u> <u>Charge</u>	<u>Installation</u> <u>Charge</u>
Per Main Business Line	\$ 63.60	\$50.00
Per Add'l Business Line	\$ 63.60	\$50.00

Note 1: See Price List for current rates.

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7. AT&T LOCAL EXCHANGE SERVICES

7.11 Maximum Rates and Charges¹

7.11.2 Monthly Recurring Charges

C. Monthly Recurring Charges shown below apply to Customers who order AT&T Local Exchange Services associated with ACC Business.

Line Charges

	<u>Per Month</u> <u>Charge</u>	<u>Installation</u> <u>Charge</u>
Per Main Business Line	\$ 59.00	\$50.00
Per Add'l Business Line	\$ 59.00	\$50.00
Per DOD Trunk	\$ 69.30	\$50.00
Per Two-Way Combo-Attendant Trunk	\$ 69.30	\$50.00
Per One Way In Local Trunk	\$ 69.30	\$50.00
Per DID Trunk	\$150.30	\$50.00
DID Number Blocks		
Initial 20 Numbers	\$ 6.00	
Each add'l 10 Numbers	\$ 3.00	

Note 1: See Price List for current rates.

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7. AT&T LOCAL EXCHANGE SERVICES

7.11 Maximum Rates and Charges¹

7.11.3 Non-Recurring Charges

A. Service Order Charge*

Per Order

\$40.00

B. Line/Trunk Move or Add w/Dispatch

Initial
Hour

Each Add'l
15 Minutes

\$250.00

\$60.00

C. Feature Change Charge

Per Line/
Per
Occurrence

\$10.00

D. Record Order Charge

Per Record
Order

\$40.00

E. Pre-Installation Cancellation Charge

Per
Cancellation

\$150.00

F. 25 Pair Termination Block Charge

Per Block

\$130.00

Note 1: See Price List for current rates.

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7. AT&T LOCAL EXCHANGE SERVICES

7.11 Maximum Rates and Charges¹

7.11.4 Features

- A. Monthly Recurring Charges for Features shown below apply to Customers who order AT&T Local Exchange Services associated with AT&T Business Network-UniPlan Basic, AT&T Business Network-UniPlan OneRate, AT&T CustomNet-Simply Better, OneNet Option or AT&T Business Network Service.

<u>Features</u>	<u>Per Month</u>	<u>Per Use</u>
Anonymous Call Rejection (ACR)	\$0.00	
Call Forward Busy	\$9.00	
Call Forward Don't Answer	\$7.00	
Call Forward Variable	\$8.50	
Call Return*		\$1.50
Call Trace*		\$4.00
Call Transfer	\$10.80	
Call Waiting/Cancel Call Waiting	\$13.50	
Caller ID	\$13.50	
Caller ID with Call Waiting	\$0.00	
Caller ID with Name	\$14.30	
Distinctive Ring Service	\$13.40	
Remote Access to Call Forwarding	\$14.00	
Repeat Dial*		\$1.50
Selective Call Rejection	\$8.10	
Speed Dialing 8	\$5.50	
Three Way Calling	\$7.00	

* This feature is only available with AT&T SDN OneNet Service.

Note 1: See Price List for current rates.

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7. AT&T LOCAL EXCHANGE SERVICES

7.11 Maximum Rates and Charges¹

7.11.4 Features (Cont'd)

A. Cont'd

<u>Feature Packages</u>	<u>Per Month</u>
Feature Package 1	\$17.50
Feature Package 2	\$23.50
Feature Package 3	\$29.00

Note 1: See Price List for current rates.

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7. AT&T LOCAL EXCHANGE SERVICES

7.11 Maximum Rates and Charges¹

7.11.4 Features (Cont'd)

B. Monthly Recurring Charges for Features shown below apply to all other AT&T Local Exchange Services Customers.

<u>Features</u>	<u>Non Recurring Charge</u>	<u>Per Month Charge</u>	<u>Per Use Charge</u>
Anonymous Call Rejection (ACR)		\$0.00	
Call Forward Busy		\$10.00	
Call Forward Don't Answer		\$8.00	
Call Forward Variable		\$9.50	
Call Return			\$1.50
Call Trace			\$4.00
Call Transfer		\$12.00	
Call Waiting/Cancel Call Waiting		\$15.00	
Caller ID		\$15.00	
Caller ID with Name		\$15.90	
Distinctive Ring Service		\$14.90	
Remote Access to Call Forwarding		\$15.50	
Remote Call Forwarding	\$60.00		
Main Line		\$38.00	
Additional Line		\$38.00	
Repeat Dial			\$1.50
Selective Call Rejection		\$9.00	
Speed Dialing 8		\$6.00	
Speed Dialing 30		\$9.00	
Three Way Calling		\$8.00	

Note 1: See Price List for current rates.

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7. AT&T LOCAL EXCHANGE SERVICES

7.11 Maximum Rates and Charges¹

7.11.4 Features (Cont'd)

B. Cont'd

<u>Feature Packages</u>	<u>Per Month</u>
Feature Package 1	\$17.50
Feature Package 2	\$26.00
Feature Package 3	\$32.00

Note 1: See Price List for current rates.

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7. AT&T LOCAL EXCHANGE SERVICES

7.11 Maximum Rates and Charges¹

7.11.4 Features (Cont'd)

C. Monthly Recurring Charges for Features shown below apply to Customers who order AT&T Local Exchange Services associated with ACC Business Service.

<u>Features</u>	<u>Non Recurring Charge</u>	<u>Per Month Charge</u>	<u>Per Use Charge</u>
Anonymous Call Rejection		No Charge	
Call Forward Busy		\$10.00	
Call Forward Don't Answer		\$8.00	
Call Forward Variable		\$9.60	
Call Return			\$1.40
Call Trace			\$3.60
Call Transfer		\$10.80	
Call Waiting/Cancel Call Waiting		\$15.00	
Caller ID		\$15.00	
Caller ID with Name		\$17.00	
Distinctive Ring Service		\$15.00	
Remote Access to Call Forwarding		\$16.00	
Remote Call Forwarding	\$54.00		
Main Line		\$34.20	
Additional Line		\$34.20	
Repeat Dial			\$1.40
Selective Call Rejection		\$9.00	
Speed Dialing 8		\$6.00	
Speed Dialing 30		\$8.10	
Three Way Calling		\$8.00	

Note 1: See Price List for current rates.

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AT&T COMMUNICATIONS OF THE MOUNTAIN STATES, INC.
ARIZONA

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7.11 Maximum Rates and Charges¹

7.11.4 Features (Cont'd)

D. Inside Wire Maintenance Plan

	<u>Non-Recurring</u>	<u>Monthly Charge</u>
Wire Maintenance - Per Line		\$11.90
Maintenance Service Call	\$300.00	

7.11.5 Reserved for Future Use

Note 1: See Price List for current rates.

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7. AT&T LOCAL EXCHANGE SERVICES

7.11 Maximum Rates and Charges¹

7.11.6 Directory Listings Charges

	Non-Recurring Installation/Change Charge Per Change	Monthly Charge
Main Listing	No Charge	No Charge
Additional Listing		\$3.00
Non-Published Listing	\$16.00	\$3.00
Non-Listed Listing	\$16.00	\$3.00

7.11.7 Local Operator Service

The following charges are applicable to all AT&T Local Exchange Services Customers.

Local Directory Assistance	\$ 0.75 per call
Busy Line Verification	\$ 2.50 per call
Busy Line Verification with Interrupt	\$ 4.00 per call
Operator Station	\$ 2.50 per call
Customer Dialed Calling Card Station	\$ 1.00 per call
Person-to-Person	\$ 6.00 per call
Billed to Third Party	\$ 2.66 per call
Operator Assistance Local Usage Charges	\$ 0.16 per min.

7.11.8 Reserved for Future Use

Note 1: See Price List for current rates.

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7. AT&T LOCAL EXCHANGE SERVICES

7.11 Maximum Rates and Charges¹

7.11.9 AT&T Local Exchange Services ISDN PRI

A. Monthly Recurring Charges

Monthly recurring charge includes customer's local calling.

Monthly Recurring Charges shown below apply per-facility to Customers who order AT&T Local Exchange Services-ISDN PRI associated with AT&T Business Network and SDN OneNet Option.

	Monthly Recurring Charge	*Installation Charge Per Facility
Primary ISDN Facility Charge 23B+D	\$4,320.00	\$8,400.00
Secondary ISDN Facility Charge 24B	\$4,320.00	\$8,400.00
ISDN Back-up Facility Charge 23B+Back-up D	\$4,320.00	\$8,400.00
Primary ISDN Data Facility Charge 23B+D Data Only	\$3,060.00	\$8,400.00
Secondary ISDN Data Facility Charge 24B Data Only	\$3,060.00	\$8,400.00
ISDN Back-up Data Facility Charge 23B+Back-up D Data Only	\$3,060.00	\$8,400.00

<u>DID Number Blocks</u>	<u>Per Month</u>
Initial 20 numbers	\$ 8.10
Each add'l 10 numbers	\$ 4.05

B. Non-Recurring Charges

Per Change Order

Change Order Charge \$ 300.00

C. Local Operator Service

Local Operator Service Charges apply as specified in Section 7.11.7.

D. Directory Listings

Directory Listings Charges apply as specified in Section 7.11.6.

* Installation Charges are waived for new and existing Customers. Customers must maintain service for a minimum of 12 consecutive billing months from the installation date or they will be billed a termination charge equal to the waived Installation Charge(s).

Note 1: See Price List for current rates.

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7. AT&T LOCAL EXCHANGE SERVICES

7.11 Maximum Rates and Charges¹

7.11.10 AT&T Local Exchange Services-DS-1 Digital Facilities

A. Monthly Recurring Charges

Monthly recurring DS-1 Digital Facility charge includes customer's local calling.

Monthly Recurring Charges shown below apply per-facility to Customers who order AT&T Local Exchange Services-DS-1 Digital Facilities associated with AT&T Business Network and SDN OneNet Option.

	Monthly Recurring Charge	*Installation Charge Per Facility
DOD Digital Facility	\$2,085.00	\$4,500.00
Two-way Combo Digital Facility	\$2,085.00	\$4,500.00
DID Digital Facility	\$3,240.00	\$7,500.00
DID/DOD Digital Facility	\$3,240.00	\$7,500.00

<u>DID Number Blocks</u>	<u>Per Month</u>
Initial 20 numbers	\$ 8.10
Each add'l 10 numbers	\$ 4.05

B. Non-Recurring Charges

Per Change Order

Change Order Charge \$ 300.00

C. Local Operator Service

Local Operator Service Charges apply as specified in Section 7.11.7.

D. Directory Listings

Directory Listings Charges apply as specified in Section 7.11.6.

* Installation Charges are waived for new and existing Customers. Customers must maintain service for a minimum of 12 consecutive billing months from the installation date or they will be billed a termination charge equal to the waived Installation Charge(s).

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.1 DESCRIPTION

9.1.1 General

AT&T Digital Link is a Local Exchange Service which permits outward and inward local calling capability from a Customer's premises utilizing Direct Outward Dialing (DOD), Direct Inward Dialing (DID) and Main Listed Number (MLN) over dedicated digital facilities (as described in AT&T's Business Services Guide) and Originating Toll Free Service 8YY. The Customer's premises must have a Customer provided compatible Private Branch Exchange (PBX) system or multiline terminating system to originate and terminate the calls. AT&T Digital Link also permits outward local calling capability from a Customer's premises utilizing Direct Outward Dialing (DOD) over an external Local Exchange Company (LEC) provided Centrex Service. The Customer will be responsible for obtaining all necessary Centrex Service Automatic Route Selection (ARS) reprogramming. DOD, DID, 8YY and MLN capability is available where facilities and operating systems exist.

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9. AT&T DIGITAL LINK

9.1 DESCRIPTION

9.1.1 General (Cont'd)

AT&T Digital Link is only available at locations where Customers subscribe to one or more of the following intrastate services provided under this Company's Local Exchange Services Tariff:

AT&T SDN OneNet Service

Software Defined Network Service

AT&T Business Network-UniPlan® Service - Dedicated Service

AT&T Business Network-UniPlan Basic Service Option

AT&T Business Network-UniPlan Service FlatRate Pricing Option

AT&T Business Network-UniPlan OneRate Service Option

AT&T Business Network-UniPlan OneRate Service Option II

AT&T Virtual Telecommunications Network Service (VTNS)

AT&T CustomNetSM Service - Special Access

AT&T State Calling Service

AT&T Business Network Service

ACC Business

AT&T Digital Link calls using special access will be rated from the originating rate center to the terminating rate center.

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9. AT&T DIGITAL LINK

9.1 Description (Cont'd)

9.1.1 General (Cont'd)

AT&T Digital Link does not include any of the following:
Operator Assisted Services, Special Service Codes, Special
Access Codes or Carrier Access Codes. The Customer is
responsible for securing individual business lines, or other
appropriate facilities, to access these services and/or codes,
including:

Conference Calls

Calls to Special Service Codes including 500, 700, 900, 976,
or N11 (where N = 2-9) or other Special Access Codes that
may be created

Calls to 0+ and 00

AT&T Digital Link Customers cannot receive:

Person to Person calls,
Collect calls,
Third Number Billed calls.

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9. AT&T DIGITAL LINK

9.1 Description (Cont'd)

9.1.2 AT&T Digital Link Direct Outward Dialing Service (DOD)

AT&T Digital Link Direct Outward Dialing Service provides outward calling from the Customer's premises to the telecommunications network. Two Calling Plans are available with DOD service. The Customer may subscribe to either the Usage Based Calling Plan or the Flat Rate Calling Plan. The Flat Rate Calling Plan is available only to customers whose AT&T Digital Link Service at a given location is associated with one of the following Long Distance services:

AT&T Software Defined Network Service
AT&T SDN OneNet Service
AT&T Business Network-UniPlan Service - Dedicated Access
AT&T Business Network-UniPlan Basic Service Option
AT&T Business Network-UniPlan Service Flat Rate Pricing Option
AT&T Business Network-UniPlan OneRate Service Option
AT&T Business Network-UniPlan OneRate Service Option II
AT&T Virtual Telecommunications Network Service (VTNS) (non-ISDN)
AT&T Virtual Telecommunications Network Service (VTNS) (ISDN)
AT&T State Calling Service
ACC Business Service
AT&T Business Network Service

Customers with multiple locations in a state may select either the Usage Calling Plan or if otherwise qualified, the Flat Rate Calling Plan for each location. Customers who do not make a selection will automatically receive the Usage Calling Plan. DOD is only furnished where facilities exist.

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9. AT&T DIGITAL LINK

9.1 Description (Cont'd)

9.1.3 AT&T Digital Link Direct Inward Dialing Service (DID)

AT&T Digital Link Direct Inward Dialing Service provides inward calling service from the telecommunications network to the Customer's premises for use in connection with PBX dial switching equipment. DID is not available with an external LEC provided Centrex Service. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route the incoming calls directly to the individual stations corresponding to each individual DID number. In order to subscribe to DID Service, the Customer must also subscribe to DOD Service.

AT&T Digital Link Direct Inward Dialing Service requires a subscription to DID number groups. When dialed, these numbers are routed over available DID arranged channels of the digital access facilities to the Customer's premises. DID number groups may be ordered in an initial group of 20 and additional groups of 10.

AT&T Digital Link DID Service is not available to Customers with Terminating Switched Access Arrangement functionality or Access Value Arrangement functionality with AT&T.

The Customer will make available to AT&T sufficient capacity on the dedicated digital facilities between its premises and AT&T's network to allow AT&T to terminate all calls to that Customer, including calls originated by Interexchange Carriers and other local service providers.

A. AT&T Incoming Call Re-Direct

AT&T Digital Link (ADL) Direct Inward Dialing (DID) Customers may choose to redirect their incoming calls to an alternate ADL DID location within the local calling area, designated by the Customer, for completion during a network failure lasting more than four hours, a customer premise problem that causes an out-of-service condition, or a customer-scheduled interruption.

When re-directing calls the Customer will be responsible for ensuring that the receiving number(s) has the necessary capacity to handle the additional calling load. The Customer may re-direct their calls to either a single number or multiple numbers. If the customer opts to direct their calls to more than one number, the customer may re-direct up to five numbers to be routed to a maximum of five alternate routing numbers. The choice of five alternate routing numbers is applicable per location T1.5, not per trunk group (a "limited re-direct"). If the customer opts to direct their calls to a single number, the customer may re-direct any portion of their numbers to that single routing number (a "complete redirect").

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9. AT&T DIGITAL LINK

9.1 Description (Cont'd)

9.1.3 AT&T Digital Link Direct Inward Dialing Service (DID) (Cont'd)

B. Emergency Routing

If the Company determines that an out-of-service condition cannot be resolved within four hours, the Company will attempt to implement an alternative routing limited re-direct within one hour. When line ranges are involved in a complete re-direct, implementation times may be longer. The Company will attempt to re-direct sequential ranges with a quantity of 800 telephone numbers or less within 2 hours. Non-sequential ranges or sequential ranges in excess of 800 telephone numbers may require additional time. The Company will provide the customer a targeted completion time when the determination to implement Call Re-Direct is made. If the out-of-service condition is a result of an AT&T local access or an AT&T network failure, emergency routing will be available at no charge. The re-direction will be cancelled and the original routing restored upon the earlier of (a) resolution of the out-of-service condition or (b) one week after re-direction is implemented.

If the out-of-service condition is not due to an AT&T network failure, the customer will be charged \$200 for each number, up to a maximum of five, to which the calls are being re-directed. The customer must inform AT&T when the out-of-service condition is remedied. The re-direction will be cancelled and the original routing restored upon the earlier of (a) resolution of the out-of-service condition or (b) one week after re-direction is implemented.

C. Customer-Scheduled Routing

A Customer may request, up to 6 times per year, that their calls be re-directed to an alternate location if conditions at their premise, e.g. a scheduled power shut down or disconnection of equipment, will result in an out of service condition. Customer-scheduled routing will be implemented at the discretion of the Company. The Customer is responsible for informing the Company of the timing and duration of the Call Re-Direct and must request the Call Re-Direct a minimum of 48 hours prior to the requested time of implementation. The Customer will be charged \$200 for each number, up to a maximum of five, to which the calls are being directed. The re-direction may be left in place for a maximum time period of one week.

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9. AT&T DIGITAL LINK

9.1 Description (Cont'd)

9.1.4 AT&T Digital Link Main Listed Number (MLN)

AT&T Digital Link Main Listed Number Service provides inward calling service from the telecommunications network to the Customer's premises. MLN is not available with an external LEC provided Centrex Service. MLN Service will terminate at the Customer's PBX or multiline terminating system by way of the Customer's main listed number. This main listed number will be the Customer's only published and dialable AT&T Digital Link Service number. The incoming call will be completed to the called station via a prompt by an auto attendant (the PBX) or via an attending agent. In order to subscribe to MLN Service, the Customer must also subscribe to DOD Service.

AT&T Digital Link MLN Service is not available to Customers with Terminating Switched Access Arrangement functionality or Access Value Arrangement functionality with AT&T.

The Customer will make available to AT&T sufficient capacity on the dedicated digital facilities between its premises and AT&T's network to allow AT&T to terminate all calls to that Customer, including calls originated by Interexchange Carriers and other local service providers.

9.1.5 AT&T Digital Link Originating Toll Free Service (8YY)

AT&T Digital Link Originating Toll Free Service provides outward calling from the Customer's premise to Toll Free numbers. ADL 8YY service is only furnished where facilities exist. In order to subscribe to ADL 8YY service, the customer must also subscribe to DOD service.

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9. AT&T DIGITAL LINK

9.2 REGULATIONS

9.2.1 Provision of AT&T Digital Link

AT&T Digital Link may be utilized by Customers only for the completion of AT&T local calls that both originate and terminate within the AT&T Digital Link Local Service Area. Calls which terminate or originate outside the AT&T Digital Link Local Service Area are provided under other appropriate tariffs.

9.3 Rates and Charges

AT&T Digital Link DOD Usage Based Calling Plan rates include usage-based charges which are billed in arrears and apply to all AT&T Digital Link DOD calls associated with any of the intrastate long distance services listed in 9.1.1 at their applicable tariff rate. The AT&T Digital Link Flat Rate Calling Plan charges allow the Customer to make an unlimited number of local calls for a fixed monthly fee billed in advance. The fixed monthly fee is based upon an equivalent of full DS1 and/or half DS1 for all services except for those customers whose AT&T Digital Link service is associated with VTNS (non ISDN). Customers whose AT&T Digital Link service is associated with VTNS (non-ISDN) will be charged based on a half DS1 or multiples of half DS1s only. For Customers with multiple locations in a state that are associated with different long distance plans, charges will be calculated by location based on the calling plan selected by the Customer and their associated long distance service at that location. DOD usage charges for AT&T Digital Link are determined by the following time periods. AT&T Digital Link DID and MLN rates include non-recurring and monthly recurring charges. Direct Inward Dialing Service Trunk Establishment Charges are waived for new AT&T Digital Link DID Customer locations.

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9. AT&T DIGITAL LINK

9.3 Rates and Charges (Cont'd)

9.3.1 Time Periods

Day, Evening, and Night/Weekend rates apply as follows for AT&T Digital Link calls associated with:

AT&T SDN OneNet Service
Software Defined Network Service
AT&T Business Network-UniPlan Service-Special Access
AT&T Business Network-UniPlan Basic Service Option - Special Access
AT&T Business Network-UniPlan Service FlatRate Pricing Option - Special Access
AT&T Business Network-UniPlan OneRate Service-Special Access
AT&T Business Network-UniPlan OneRate Service Pricing Option II
AT&T Virtual Telecommunications Network Service (VTNS)
AT&T CustomNet Service-Special Access
State Calling Service
AT&T Business Network Service

	<u>From</u>	<u>To, But Not Including</u>	<u>Days Applicable</u>
Day	8:00 AM	5:00 PM	Monday - Friday
Evening	5:00 PM	11:00 PM	Sunday - Friday
Night/ Weekend	11:00 PM 8:00 AM 8:00 AM	8:00 AM 11:00 PM 5:00 PM	All days Saturday Sunday

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9. AT&T DIGITAL LINK

9.3 RATES AND CHARGES (Cont'd)

9.3.2 Software Defined Network Service

The following rates are applicable for AT&T Digital Link calls provided in connection with Software Defined Network Service, Schedule B. Calls originating in LATA 666 will utilize a Local Service Area, as described in Section 3.2 of this tariff of 0-31 miles. Calls originating in the Rest of the State will utilize a Local Service Area of 0-47 miles. Except where otherwise specified, the AT&T Digital Link will utilize a Local Service Area, as described in Section 3.2 of this tariff, of 0-47 miles.

Maximum Rates¹

LATA	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Eve	N/W	Day	Eve	N/W
666	\$0.0333	\$0.0333	\$0.0333	\$0.0111	\$0.0111	\$0.0111
Rest of State	\$0.0333	\$0.0333	\$0.0333	\$0.0111	\$0.0111	\$0.0111

9.3.3 AT&T Business Network-UniPlan Service

The following rates are applicable for AT&T Digital Link calls provided in connection with AT&T Business Network-UniPlan Service - Dedicated Access. Calls originating in LATA 666 will utilize a Local Service Area, as described in Section 3.2 of this tariff of 0-31 miles. Calls originating in the Rest of the State will utilize a Local Service Area of 0-47 miles. Except where otherwise specified, the AT&T Digital Link will utilize a Local Service Area, as described in Section 3.2 of this tariff, of 0-47 miles.

Maximum Rates¹

LATA	Initial 30 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Eve	N/W	Day	Eve	N/W
666	\$0.0540	\$0.0540	\$0.0540	\$0.0108	\$0.0108	\$0.0108
Rest of State	\$0.0540	\$0.0540	\$0.0540	\$0.0108	\$0.0108	\$0.0108

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.3 RATES AND CHARGES (Cont'd)

9.3.4 AT&T Business Network-UniPlan Basic Service Option

The following rates are applicable for AT&T Digital Link calls provided in connection with AT&T Business Network-UniPlan Basic Service Option - Dedicated Access. Calls originating in LATA 666 will utilize a Local Service Area, as described in Section 3.2 of this tariff of 0-31 miles. Calls originating in the Rest of the State will utilize a Local Service Area of 0-47 miles. Except where otherwise specified, the AT&T Digital Link will utilize a Local Service Area, as described in Section 3.2 of this tariff, of 0-47 miles.

Maximum Rates¹

LATA	Initial 30 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Eve	N/W	Day	Eve	N/W
666	\$0.0540	\$0.0540	\$0.0540	\$0.0117	\$0.0117	\$0.0117
Rest of State	\$0.0540	\$0.0540	\$0.0540	\$0.0117	\$0.0117	\$0.0117

9.3.5 AT&T Business Network-UniPlan Service FlatRate Pricing Option

The following rates are applicable for AT&T Digital Link calls provided in connection with AT&T UniPlan Service FlatRate Pricing Option - Dedicated Access. Calls originating in LATA 666 will utilize a Local Service Area, as described in Section 3.2 of this tariff of 0-31 miles. Calls originating in the Rest of the State will utilize a Local Service Area of 0-47 miles. Except where otherwise specified, the AT&T Digital Link will utilize a Local Service Area, as described in Section 3.2 of this tariff, of 0-47 miles.

Maximum Rates¹

LATA	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
	Day	Eve	N/W	Day	Eve	N/W
666	\$0.0630	\$0.0630	\$0.0630	\$0.0021	\$0.0021	\$0.0021
Rest of State	\$0.0630	\$0.0630	\$0.0630	\$0.0021	\$0.0021	\$0.0021

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.3 RATES AND CHARGES (Cont'd)

9.3.6 AT&T Business Network-UniPlan OneRate Service

The following rates are applicable for AT&T Digital Link calls provided in connection with AT&T Business Network-UniPlan OneRate Service - Dedicated Access. Calls originating in LATA 666 will utilize a Local Service Area, as described in Section 3.2 of this tariff of 0-31 miles. Calls originating in the Rest of the State will utilize a Local Service Area of 0-47 miles. Except where otherwise specified, the AT&T Digital Link will utilize a Local Service Area, as described in Section 3.2 of this tariff, of 0-47 miles.

Maximum Rates¹

LATA	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
	Day	Eve	N/W	Day	Eve	N/W
666	\$0.0540	\$0.0540	\$0.0540	\$0.0018	\$0.0018	\$0.0018
Rest of State	\$0.0540	\$0.0540	\$0.0540	\$0.0018	\$0.0018	\$0.0018

9.3.7 AT&T Business Network-UniPlan OneRate Pricing Option II Service

The following rates are applicable for AT&T Digital Link calls provided in connection with AT&T Business Network-UniPlan OneRate Service Pricing Option II - Dedicated Access. Calls originating in LATA 666 will utilize a Local Service Area, as described in Section 3.2 of this tariff of 0-31 miles. Calls originating in the Rest of the State will utilize a Local Service Area of 0-47 miles. Except where otherwise specified, the AT&T Digital Link will utilize a Local Service Area, as described in Section 3.2 of this tariff, of 0-47 miles.

Maximum Rates¹

LATA	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
	Day	Eve	N/W	Day	Eve	N/W
666	\$0.0540	\$0.0540	\$0.0540	\$0.0018	\$0.0018	\$0.0018
Rest of State	\$0.0540	\$0.0540	\$0.0540	\$0.0018	\$0.0018	\$0.0018

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.3 RATES AND CHARGES (Cont'd)

9.3.8 AT&T State Calling Service

The following rates are applicable for AT&T Digital Link calls provided in connection with AT&T State Calling Service Schedule B. Calls originating in LATA 666 will utilize a Local Service Area, as described in Section 3.2 of this tariff of 0-31 miles. Calls originating in the Rest of the State will utilize a Local Service Area of 0-47 miles. Except where otherwise specified, the AT&T Digital Link will utilize a Local Service Area, as described in Section 3.2 of this tariff, of 0-47 miles.

Maximum Rates¹

LATA	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Eve	N/W	Day	Eve	N/W
666	\$0.0279	\$0.0279	\$0.0279	\$0.0093	\$0.0093	\$0.0093
Rest of State	\$0.0279	\$0.0279	\$0.0279	\$0.0093	\$0.0093	\$0.0093

9.3.9 AT&T Virtual Telecommunications Network Service (VTNS)

The following rates are applicable for AT&T Digital Link calls provided in connection with AT&T Virtual Telecommunications Network Service, Schedule B1. Calls originating in LATA 666 will utilize a Local Service Area, as described in Section 3.2 of this tariff of 0-31 miles. Calls originating in the Rest of the State will utilize a Local Service Area of 0-47 miles. Except where otherwise specified, the AT&T Digital Link will utilize a Local Service Area, as described in Section 3.2 of this tariff, of 0-47 miles.

Maximum Rates¹

LATA	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Eve	N/W	Day	Eve	N/W
666	\$0.0315	\$0.0315	\$0.0315	\$0.0105	\$0.0105	\$0.0105
Rest of State	\$0.0315	\$0.0315	\$0.0315	\$0.0105	\$0.0105	\$0.0105

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.3 RATES AND CHARGES (Cont'd)

9.3.10 AT&T CustomNet Service

The following rates are applicable for AT&T Digital Link calls provided in connection with AT&T CustomNet Service - Dedicated Access. Calls originating in LATA 666 will utilize a Local Service Area, as described in Section 3.2 of this tariff of 0-31 miles. Calls originating in the Rest of the State will utilize a Local Service Area of 0-47 miles. Except where otherwise specified, the AT&T Digital Link will utilize a Local Service Area, as described in Section 3.2 of this tariff, of 0-47 miles.

Maximum Rates¹

LATA	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
	Day	Eve	N/W	Day	Eve	N/W
666	\$0.0630	\$0.0630	\$0.0630	\$0.0021	\$0.0021	\$0.0021
Rest of State	\$0.0630	\$0.0630	\$0.0630	\$0.0021	\$0.0021	\$0.0021

9.3.11 AT&T Business Network Service

The following rates are applicable for AT&T Digital Link calls provided in connection with AT&T Business Network Service. Calls originating in LATA 666 will utilize a Local Service Area, as described in Section 3.2 of this tariff of 0-31 miles. Calls originating in the Rest of the State will utilize a Local Service Area of 0-47 miles. Except where otherwise specified, the AT&T Digital Link will utilize a Local Service Area, as described in Section 3.2 of this tariff, of 0-47 miles.

Maximum Rates¹

LATA	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
	Day	Eve	N/W	Day	Eve	N/W
666	\$0.0540	\$0.0540	\$0.0540	\$0.0018	\$0.0018	\$0.0018
Rest of State	\$0.0540	\$0.0540	\$0.0540	\$0.0018	\$0.0018	\$0.0018

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.3 RATES AND CHARGES (Cont'd)

9.3.12 AT&T SDN OneNet Service

The following rates are applicable for AT&T Digital Link calls provided in connection with AT&T SDN OneNet Service, Schedule B. Calls originating in LATA 666 will utilize a Local Service Area, as described in Section 3.2 of this tariff of 0-31 miles. Calls originating in the Rest of the State will utilize a Local Service Area of 0-47 miles. Except where otherwise specified, the AT&T Digital Link will utilize a Local Service Area, as described in Section 3.2 of this tariff, of 0-47 miles.

Rounding of Charges

If the computed usage charges or credit for such charges include one-half cent or more, the fraction is rounded up to the next highest cent. Fractions of less than one-half cent are rounded down to the next whole cent, unless the cost of the call would total less than \$.01. The minimum charge for each Digital Link call made by a OneNet customer is \$.01.

Maximum Rates¹

LATA	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Eve	N/W	Day	Eve	N/W
666	\$0.0333	\$0.0333	\$0.0333	\$0.0111	\$0.0111	\$0.0111
Rest of State	\$0.0333	\$0.0333	\$0.0333	\$0.0111	\$0.0111	\$0.0111

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.3 RATES AND CHARGES (Cont'd)

9.3.13 Flat Rate Calling Plan

The following rates are applicable to the AT&T Digital Link calls using the Flat Rate Calling Plan. Charges are based upon a combination of the facility capacity used by the Customer and the Customer's associated long distance plan. Facility capacity for Customers whose AT&T Digital Link Service is associated with VTNS (non ISDN) will be calculated based upon DS0s with a minimum quantity of 12 DS0s (half DS1) and in multiples of 12 DS0s thereafter. Facility capacity for Customers whose AT&T Digital Link Service is associated with VTNS (ISDN) will be calculated based upon DS0s with a minimum quantity of 12 DS0s (half DS1) or 24 DS0s (full DS1) and in multiples of half DS1 or full DS1 thereafter.

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.3 RATES AND CHARGES (Cont'd)

9.3.13 Flat Rate Calling Plan (Cont'd)

<u>Service</u>	<u>Maximum¹</u> <u>Rate per Month</u>	
	<u>Per-Half DS1</u>	<u>Per-Full DS1</u>
VTNS (non- ISDN)	\$795.60	N/A
VTNS (ISDN)	\$795.60	\$1590.00
Software Defined Network	\$1019.25	\$1590.00
AT&T SDN OneNet Service	\$1019.25	\$1590.00
AT&T Uniplan Service - Dedicated Access	\$1019.25	\$1590.00
AT&T Uniplan Basic Service Option	\$1019.25	\$1590.00
AT&T Uniplan Service Flat Rate Pricing Option	\$1019.25	\$1590.00
AT&T Uniplan OneRate Service Option	\$1019.25	\$1590.00
AT&T Uniplan OneRate Service Option II	\$1019.25	\$1590.00
State Calling Service	\$1019.25	\$1590.00
ACC Business Service	N/A	\$1170.00
AT&T Business Network Service	\$1019.25	\$1590.00

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.3 RATES AND CHARGES (Cont'd)

9.3.14 AT&T Digital Link DID and MLN Services

	<u>Maximum¹ Rate Per Month</u>
Direct Inward Dialing Service (DID) (per Channel of the Digital Facility so equipped) (OR)	\$121.50
Direct Inward Dialing Service (DID) (per Digital Facility so equipped)	\$1215.00
Initial Direct Inward Dialing Service Number Group of 20*	\$9.00
Additional Direct Inward Dialing Service Number Group of 10*	\$4.50
	<u>Maximum¹ Non-Recurring Charge</u>
DID Service Establishment Charge** (initial order)	\$1500.00
Subsequent additions or rearrangements of DID Service Terminations (per order)	\$300.00
	<u>Maximum¹ Rate Per Month</u>
Main Listed Number Service (MLN) (per channel of the Digital Facility so equipped) (OR)	\$0.00
Main Listed Number Service (MLN) (per Digital Facility so equipped)	\$0.00
	<u>Maximum¹ Non-Recurring Charge</u>
MLN Service Establishment Charge** (initial order)	\$0.00
Subsequent additions or rearrangements of MLN Service Terminations (per order)	\$0.00

* These charges apply whether or not the Customer utilizes all the DID numbers in the group.

** Direct Inward Dialing Service Trunk Establishment Charges are waived for new AT&T Digital Link DID Customer locations.

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES

9.4.1 General

AT&T will provide a Service Quality Guarantee to AT&T Digital Link Customers. As specified in each individual guarantee, AT&T will offer a credit or delivery by an alternate means when AT&T Digital Link does not meet the Customer's quality expectations. Services Quality Guarantees are not available to AT&T Digital Link Customers who subscribe to ACC Business Service.

AT&T Digital Link Customers who are not satisfied with the quality of a call made over the Customer's subscribed service or are not satisfied with AT&T's efforts to restore an interrupted service or meet a service installation due date must contact AT&T and report their dissatisfaction in order to receive the Service Quality Guarantee Credit.

These AT&T Service Quality Guarantees are in lieu of any credits specified under this tariff. In the event that a Customer is eligible for credits under this tariff and another AT&T tariff, the Customer will only receive the larger of the two credits.

AT&T Digital Link Call Satisfaction Guarantee, Service Interruption Satisfaction Guarantee, and Installation Satisfaction Guarantee apply only to AT&T Digital Link Customers who also subscribe to AT&T SDN OneNet Service, Software Defined Network Service, AT&T Business Network-UniPlan Service, AT&T CustomNet Service or AT&T Business Network Service provided under this Company's Custom Network Services Tariff.

AT&T Digital Link FAX Performance Guarantee applies only to AT&T Digital Link Customers who also subscribe to AT&T Business Network-UniPlan Service, AT&T CustomNet Service or AT&T Business Network Service provided under this Company's Custom Network Services Tariff.

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9. AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES (Cont'd)

9.4.2 Call Satisfaction Guarantee

Credit under this guarantee will be calculated based on eligible AT&T Digital Link Direct Outward Dial calls. A credit equal to the tariff charges for the reported local calls up to a maximum of 30 minutes per month will apply.

1. There is a maximum of one credit per reported call.
2. The credit will be applied to the net monthly billed charges for the Customers' subscribed service.
3. For AT&T CustomNet Service Customers, there is a maximum credit of \$50.00 per Main Billed Account per 12-month period. Such period will begin with the full billing month in which the Customer receives their first credit under this guarantee.
4. Customers receiving credit under this Guarantee are not entitled to any other Service Quality Guarantees or any other compensation for unsatisfactory service provided in this tariff.

9.4.3 Service Interruption Satisfaction Guarantee and Installation Satisfaction Guarantee

A. Service Interruption Satisfaction Guarantee

A credit will apply as specified in 9.4.3.C. following when the Customer is not satisfied with the Company's efforts to restore service which has been interrupted due to the performance of AT&T's tariffed service to one or more locations of the Customer.

B. Installation Satisfaction Guarantee

A credit will apply as specified in 9.4.3.C. following when AT&T does not meet the installation due date agreed to by AT&T and the Customer is not satisfied with AT&T's efforts to meet the service installation due date.

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9. AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES (Cont'd)

9.4.3 Service Interruption Satisfaction Guarantee and Installation
Satisfaction Guarantee (Cont'd)

C. Application of Credit

Credit will be applied based on the Customer subscribed AT&T service specified below. The credit will be equal to the lower of: the credit per location specified herein, the highest monthly billing for the Customers' most recent three full billing months for the location affected; or the amount billed on the Customer's first full month's billing statement for the location affected if the Customer has subscribed to the service for less than three full billing months. The credit will be applied for each event described in 9.4.3.A. and B above subject to a maximum credit per Service Type per Main Billed Account, per twelve-month period. Each Service Type is specified below. Such period will begin with the first full billing month in which the Customer receives its first credit. Multiple Main Billed Accounts per Service Type of the same Customer are considered as one billing account for the application of the maximum twelve-month credit per Customer billing account. The maximum twelve-month credit will be based on the total of all credits applied for both the Service Interruption Satisfaction Credit and the Installation Satisfaction Credit. Credit will be issued to the Customer within three full billing months after the Customer has reported its dissatisfaction to the Company. Customers receiving credit under either the Service Interruption Satisfaction Guarantee or the Installation Satisfaction Guarantee are not entitled to any other Service Quality Guarantees or any other compensation for unsatisfactory service provided in this tariff.

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9. AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES (Cont'd)

9.4.3 Service Interruption Satisfaction Guarantee and Installation
Satisfaction Guarantee (Cont'd)

C. Application of Credit (Cont'd)

Following is the schedule of credit applicable to eligible services,
per Service Type, per Main Billed Account

<u>AT&T Service Type</u>	<u>Maximum Credit Per Service Type Per Location Per Event</u>
AT&T CustomNet Service	\$25.00
AT&T UniPlan Services	\$300.00
AT&T Business Network Service	\$300.00
Software Defined Network Service	\$300.00
AT&T SDN OneNet Service	\$300.00
<u>AT&T Service Type</u>	<u>Maximum 12-Month Credit Per Service Type for Main Billed Account</u>
AT&T CustomNet Service	\$300.00
AT&T UniPlan Services	\$2,000.00
AT&T Business Network Service	\$2,000.00
Software Defined Network Service	\$5,100.00
AT&T SDN OneNet Service	\$5,100.00

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES (Cont'd)

9.4.4 AT&T FAX Performance Guarantee

A. General

AT&T will provide the FAX Performance Guarantee (FPG) to AT&T Digital Link Customers who have encountered a failure to transmit a FAX utilizing AT&T Digital Link Service. The FPG that provides for delivery of the Customer's local FAX transmission utilizing AT&T's domestic switched network or by way of an alternative method (as described in 9.4.4.D. following), if deemed appropriate, in order to meet the Customer's business needs. AT&T's domestic switched network is defined as the collection of network facilities and equipment used to transport AT&T's domestic calls, excluding Customer Premises Equipment (CPE) and Enhanced Services.

B. Eligibility

The FPG applies to Customers who subscribe to AT&T Business Network-UniPlan Service or AT&T CustomNet Service. The FPG will not apply to calls placed by means of wireless access (including but not limited to cellular access).

Customers receiving credit under this Guarantee are not entitled to any other service Quality Guarantees or any other compensation for unsatisfactory service provided in this tariff

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9. AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES (Cont'd)

9.4.4 AT&T FAX Performance Guarantee (Cont'd)

C. Description

If an eligible FAX call, as described above fails, the FPG will provide Customer assistance through the Domestic FAX Service Center (DFSC) twenty-four hours a day, seven days a week. Access to the DFSC is by way of a toll-free number at no cost to the Customer. The DFSC provides an analyst who will work with the Customer to isolate and resolve the trouble. Unless it is determined that the cause of the problem is Customer premises equipment related, the DFSC will initially attempt to re-FAX the document via AT&T'S equipment. If that fails, the DFSC will offer to place the Customer in touch with a Domestic Express Delivery Service of AT&T's choice, to deliver the FAX in accordance with the arrangements agreed to by the Customer and the Domestic Express Delivery Service, at AT&T's expense up to the annual maximum number of documents per Customer per calendar year, as specified in 9.4.4.D. following, for the Type of AT&T service on which the FAX delivery trouble occurred. The value of the Domestic Express Delivery service will not exceed \$50.00 per document.

A Customer document is defined as printed material containing text and/or graphics, of up to 50 pages, 8 1/2" x 11" in size. Larger numbers of pages shall be considered multiple documents.

D. Domestic Express Delivery Alternative

The maximum annual number of documents to be offered to any Customer per calendar year under the Section preceding, for the listed AT&T service on which the FAX delivery trouble occurred, will be as follows:

<u>AT&T Service Type</u>	<u>Maximum Documents Per Customer Per Calendar Year</u>
AT&T CustomNet Service	2
AT&T Business Network-UniPlan Service	8
AT&T Business Network Service	8

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9. AT&T DIGITAL LINK

9.5 Directory Listings

Customers who subscribe to only the outbound calling service (DOD) of AT&T Digital Link are not provided with Directory Listings. Customers who subscribe to either Direct Inward Dialing (DID) or Main Listed Number (MLN) Service of AT&T Digital Link receive Directory Listing(s) as follows:

9.5.1 General

Customers shall provide the Company with information for all Directory Listings.

The Company will include the Customer's Main Listings in the white and yellow page directories, and offer Additional Listings to the Customer at an additional charge(s). The Customer must identify its Non-Published and Non-Listed business telephone numbers for directory purposes.

The Company is not liable for damages arising from errors or omissions in the making up or printing directories or in accepting Listings as presented by the Customer.

If a Customer that subscribes to AT&T Digital Link Service under this tariff, for the purposes of resale to other parties, wishes to obtain Directory Listings for its end users, the Customer must provide the Company with all information necessary for such listings in the form required by the Company. The Company will not accept such information directly from the Customer's end users, and will not gather such information for the Customer. AT&T shall not be liable to the Customer's end users for any damages arising from errors or omissions in connection with such Directory Listings. AT&T shall not be liable to the Customer for any damages arising from errors or omissions in connection with such Directory Listings that directly or indirectly are the result of errors or omissions made by the Customer in collecting or transmitting such information to AT&T.

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9. AT&T DIGITAL LINK

9.5 Directory Listings (Cont'd)

9.5.1 General (Cont'd)

The Company, in accepting listings as prescribed by applicants or customers, will not assume responsibility for the results of the publication of such listings in its directories, nor will the Company be a party to controversies arising between customers or others as a result of such publication.

The Company has the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby.

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9. AT&T DIGITAL LINK

9.5 Directory Listings (Cont'd)

9.5.2 Main Listings

The Customer will receive one free Main Listing, per location, in the alphabetical section of the directory which serves the Customer's location. Business Customers will receive a single white page and a single yellow page listing of the main number.

	<u>Maximum¹</u> <u>Non-Recurring</u> <u>Charge</u>	<u>Maximum¹</u> <u>Monthly</u> <u>Charge</u>
Main Listing	No Charge	No Charge

9.5.3 Additional Listings

The term Additional Listing denotes any white pages listing, regardless of form, in addition to the Main Listing. A monthly rate applies for each Additional Listing. Additional Listings may be any of the following:

If the Customer is a partnership or a firm, names of partners or members of the firm;

If the Customer is a corporation, names of officers of the Corporation;

For any business establishment, names of associates or employees of the establishment.

Additional Listings may also be the bona fide names of firms or corporations which the Customer owns or controls or is duly authorized to represent, or names under which business is regularly conducted.

	<u>Maximum¹</u> <u>Monthly</u> <u>Charge</u>
Additional Listing	\$4.50

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.5 Directory Listings (Cont'd)

9.5.4 Other White Pages Listings

Other White Pages Listings are types of Additional Listings that can appear in white page directory where the Customer also has a Main or standard Additional Listing.

A. Alternate Listings

1. An Alternate Listing refers calling parties to an alternate number at certain hours or certain days or if no answer is received on a call to the first number.
2. The alternate number may be that of a different service of the same customer or of a service furnished a different customer. In the latter case, the customer desiring the Alternate Listing must have the consent of the other customer.
3. The service of the alternate number may be either business or residence.
4. Alternate Listings take the same classification as the service with which such listings are furnished. The rate is applied on the basis of one additional listing charge for each telephone number referred to in the Alternate Listing.

Maximum¹
Monthly
Charge

Alternate Listing	\$4.50
-------------------	--------

B. Informational Listings

Additional material (non-promotional in nature) that is included with a main, additional or foreign directory listing and is necessary for the proper routing of calls. The main and additional listing consists of the name, a designation or title, if appropriate, address (unless omitted) and a telephone number. Any information in addition to this is considered an informational listing.

Maximum¹
Monthly
Charge

Informational Listing	\$4.50
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Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.5 Directory Listings (Cont'd)

9.5.4 Other White Pages Listings (Cont'd)

C. Alpha Listings

After the main listing is listed numerically, an alpha listing can be provided with all or part of the numbers being represented by letters of the alphabet.

	<u>Maximum¹</u> <u>Monthly</u> <u>Charge</u>
Alpha Listing	\$4.50

D. Duplicate Listings

Duplicate listings are listings of other names by which the customer is known, including nicknames, pen names, stage names, abbreviated names and names which are commonly spelled in more than one way, and rearrangements of names. Such listings are furnished only in those cases in which, in the opinion of the Company, they are necessary for the proper identification of the customer and are not desired for the purpose of securing preferential position in the directory or for advertising purposes.

	<u>Maximum¹</u> <u>Monthly</u> <u>Charge</u>
Duplicate Listing	\$4.50

E. Reference Listings

Reference listings are listings in the name by which the customer is commonly known, or in a name made obsolete by a change in firm name, with reference to the complete or new name, and may be provided when, in the opinion of the Company, the use will facilitate the handling of telephone calls.

	<u>Maximum¹</u> <u>Monthly</u> <u>Charge</u>
Reference Listing	\$4.50

Note 1: See Price List for current rates.

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9.5 Directory Listings (Cont'd)

9.5.4 Other White Pages Listings (Cont'd)

F. Foreign Listings

Foreign Listings are furnished at the request of the customer in the alphabetical directory of an exchange other than the one in which they would normally be shown.

Maximum¹
Monthly
Charge

Foreign Listing	\$4.50
-----------------	--------

G. Telephone Answering Service Bureau Listings

1. The Telephone Answering Service (TAS) bureau may subscribe for a business listing on its administrative service or a business listing on its DID Service for those patrons of the bureau who do not maintain place of business in the exchange and who do not have a requirement for service of their own. Such listings will not be provided when the purpose of listing and use of the TAS bureau's administrative service by a patron will result in the resale of the service. This condition is not intended to prohibit a bona fide Joint User Service.
2. TAS bureau listings must bear the same telephone number as the Main Listings. Such listings will be permitted on the first number only of a rotary number group of a DID telephone number.
3. The TAS bureau subscribing for secretarial bureau listings may not permit the use of the administrative telephone service of the patrons.
4. A customer to exchange service may wish to have a TAS bureau answer calls at certain hours or on certain days or if no answer is received on a call to the customer's listed number without having service terminated in the TAS bureau's answering equipment. In these cases the rates, terms and conditions for an Alternate Listing will apply.

Maximum¹
Monthly
Charge

TAS Listing	\$4.50
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Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.5 Directory Listings (Cont'd)

9.5.4 Other White Pages Listings (Cont'd)

H. Client Main Listings

Customers-of-record who resell/share Basic Local Exchange Service may obtain main listings in the alphabetical section of the telephone directory for their patrons and/or clients. The following terms and conditions apply to Client Main Listings:

1. The customer-of-record is responsible for the negotiation of the listing.
2. The charge for Client Main Listing will be billed to the customer-of-record.

	<u>Maximum¹</u> <u>Non-Recurring</u> <u>Charge</u>	<u>Maximum¹</u> <u>Monthly</u> <u>Charge</u>
Client Main Listing	No Charge	No Charge

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.5 Directory Listings (Cont'd)

9.5.5 Non-Published Listings

A. General

Non-Published telephone numbers are listed in neither directories nor Directory Assistance records available to the general public.

B. Regulations

The Company will complete incoming calls only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

The Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the telephone number of a Non-Published Listing in the directory or disclosing said Listing to any person, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have made for that Non-Published Listing for the affected period.

Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication/non-publication of the Non-Published Listing or the disclosing/non-disclosing of said Listing to any person.

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9. AT&T DIGITAL LINK

9.5 Directory Listings (Cont'd)

9.5.5 Non-Published Listings (Cont'd)

B. Regulations (Cont'd)

Non-published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and bill their clients, or, to telephone customers who are billed for calls placed to or from non-published numbers and entries which collect for the billed services. Non-published names and/or telephone numbers may also be delivered to customers on a call basis.

Due to the limited supply of vacant telephone numbers, there may be situations where a number appears in the current directory under a prior subscriber's name.

The Company may disclose a non-published number to its authorized collection agents in order to collect amounts owed to the Company.

	<u>Maximum¹</u> <u>Non-Recurring</u> <u>Charge</u>	<u>Maximum¹</u> <u>Monthly</u> <u>Charge</u>
Non-Published Listing	\$24.00	\$4.50

Note 1: See Price List for current rates.

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9. AT&T DIGITAL LINK

9.5 Directory Listings (Cont'd)

9.5.6 Non-Listed Listings

A. General

Non-Listed telephone numbers are not listed in the directories but are included in Directory Assistance records available to the general public.

B. Regulations

The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

The Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the telephone number of a Non-Listed Listing in the directory, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have incurred for that Non-Listed Listing for the affected period.

Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claims to have been caused, directly or indirectly, by the publication of the Non-Listed Listing.

	<u>Maximum¹</u> <u>Non-Recurring</u> <u>Charge</u>	<u>Maximum¹</u> <u>Monthly</u> <u>Charge</u>
Non-Listed Listing	\$24.00	\$3.50

Note 1: See Price List for current rates.

Advice No. 417

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10. RESERVED FOR FUTURE USE

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11. RESERVED FOR FUTURE USE

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12. RESERVED FOR FUTURE USE

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13. RESERVED FOR FUTURE USE

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7. AT&T Local Exchange Services

7.1 Reserved for Future Use

7.2 Monthly Recurring Charges

- A. Monthly Recurring Charges shown below apply to Customers who order AT&T Local Exchange Services associated with AT&T Business Network-UniPlan Basic, AT&T Business Network-UniPlan OneRate, AT&T CustomNet-Simply Better, OneNet Option or AT&T Business Network Service. Monthly recurring line and/or trunk charges include the Customer's local calling.

<u>Line/Trunk Charges</u>	<u>Per Month Charge</u>	<u>Installation Charge*</u>
Per Main Business Line	\$ 29.50	\$25.00
Per Add'l Business Line	\$ 29.50	\$25.00
Per DOD Trunk	\$ 34.75	\$25.00
Per Two-Way Combo-Attendant Trunk	\$ 34.75	\$25.00
Per One Way In Local Trunk	\$ 34.75	\$25.00
Per DID Trunk	\$ 75.25	\$25.00
DID Number Blocks		
Initial 20 Numbers	\$ 2.70	
Each add'l 10 Numbers	\$ 1.35	

Rounding of Charges

If the computed usage charges or credit for such charges include one-half cent or more, the fraction is rounded up to the next highest cent. Fractions of less than one-half cent are rounded down to the next whole cent, unless the cost of the call would total less than \$.01. The minimum charge for each intrastate OneNet call is \$.01.

* Installation Charge is waived for new and existing ALES Customers who buy new or add lines and/or trunks on AT&T Business Network and OneNet services. Customers must maintain service for a minimum of 12 consecutive billing months from the installation date or they will be billed a termination charge equal to the waived installation charge(s).

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7. AT&T Local Exchange Services

7.2 Monthly Recurring Charges (Cont'd)

- B. Monthly Recurring Charges shown below apply to all other AT&T Local Exchange Services Customers.*

Plan A Flat Rate

<u>Line/Trunk Charges</u>	<u>Per Month Charge</u>	<u>Installation Charge</u>
Per Main Business Line	\$ 32.75	\$ 25.00
Per Add'l Business Line	\$ 32.75	\$ 25.00
Per DOD Trunk	\$ 38.50	\$ 25.00
Per Two-Way Combo-Attendant Trunk	\$ 38.50	\$ 25.00
Per One Way In Local Trunk	\$ 38.50	\$ 25.00
Per DID Trunk	\$ 83.50	\$ 25.00
DID Number Blocks		
Initial 20 Numbers	\$ 3.00	
Each add'l 10 Numbers	\$ 1.50	

*This plan is not available either under this tariff or through any AT&T Contract tariff or contract referencing this tariff to new customers who did not have it on order before March 31, 2003. Existing customers with this plan in effect or on order prior to March 31, 2003 will continue to receive service pursuant to the plan under existing conditions, including with respect to the addition of new lines to existing service, unless and until such customers request service pursuant to an alternate plan.

The following Monthly Recurring Charges are applicable for AT&T All In One Local Exchange Services Customers.

AT&T All In One Plan B Flat Rate

<u>Line Charges</u>	<u>Per Month Charge</u>	<u>Installation Charge</u>
Per Main Business Line	\$ 31.80	\$25.00
Per Add'l Business Line	\$ 31.80	\$25.00

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7. AT&T Local Exchange Services

7.2 Monthly Recurring Charges (Cont'd)

- C. Monthly Recurring Charges shown below apply to Customers who order AT&T Local Exchange Services associated with ACC Business Service.

<u>Line/Trunk Charges</u>	<u>Per Month Charge</u>	<u>Installation Charge</u>
Per Main Business Line	\$ 29.50	\$ 25.00
Per Add'l Business Line	\$ 29.50	\$ 25.00
Per DOD Trunk	\$ 34.65	\$ 25.00
Per Two-Way Combo-Attendant Trunk	\$ 34.65	\$ 25.00
Per One Way In Local Trunk	\$ 34.65	\$ 25.00
Per DID Trunk	\$ 75.15	\$ 25.00
DID Number Blocks		
Initial 20 Numbers	\$ 2.70	
Each add'l 10 Numbers	\$ 1.35	

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7. AT&T Local Exchange Services

7.3 Non-Recurring Charges

A. Service Order Charge

Per Order

\$40.00

B. Line/Trunk Move or Add w/Dispatch

Initial
Hour

Each Add'l
15 Minutes

\$125.00

\$30.00

C. Feature Change Charge

Per Line/
Per
Occurrence

\$5.00

D. Record Order Charge

Per Record
Order

\$20.00

E. Pre-Installation Cancellation Charge

Per
Cancellation

\$75.00

F. 25 Pair Termination Block Charge

Per Block

\$65.00

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7. AT&T Local Exchange Services

7.4 Features

- A. Monthly Recurring Charges shown below apply to Customers who order AT&T Local Exchange Services associated with AT&T Business Network-UniPlan Basic, AT&T Business Network-UniPlan OneRate, AT&T CustomNet-Simply Better, OneNet Option or AT&T Business Network Service. Monthly recurring line and/or trunk charges include the Customer's local calling.

<u>Features</u>	<u>Per Month</u>	<u>Per Use</u>
Anonymous Call Rejection (ACR)	\$0.00	
Call Forward Busy	\$2.70	
Call Forward Don't Answer	\$3.50	
Call Forward Variable	\$4.25	
Call Return*		\$0.75
Call Trace*		\$2.00
Call Transfer	\$5.40	
Call Waiting/Cancel Call Waiting	\$6.75	
Caller ID	\$6.75	
Caller ID with Call Waiting	\$0.00	
Caller ID with Name	\$7.15	
Distinctive Ring Service	\$6.70	
Remote Access to Call Forwarding	\$3.40	
Repeat Dial*		\$0.75
Selective Call Rejection	\$4.05	
Speed Dialing 8	\$2.75	
Three Way Calling	\$3.50	

<u>Feature Packages</u>	<u>Per Month</u>
Feature Package 1	\$7.50
Feature Package 2	\$13.85
Feature Package 3	\$20.05

* This feature is only available with AT&T SDN OneNet Service.

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7. AT&T Local Exchange Services

7.4 Features (Cont'd)

B. Monthly Recurring Charges shown below apply to all other AT&T Local Exchange Services Customers.

<u>Features</u>	<u>Non Recurring Charge</u>	<u>Per Month Charge</u>	<u>Per Use Charge</u>
Anonymous Call Rejection		\$0.00	
Call Forward Busy		\$3.00	
Call Forward Don't Answer		\$4.00	
Call Forward Variable		\$4.75	
Call Return			\$0.75
Call Trace			\$2.00
Call Transfer		\$6.00	
Call Waiting/Cancel Call Waiting		\$7.50	
Caller ID		\$7.50	
Caller ID with Name		\$7.95	
Distinctive Ring Service		\$7.45	
Local Number Portability Per Line		\$0.35	
Remote Access to Call Forwarding		\$3.75	
Remote Call Forwarding	\$30.00		
Main Line		\$19.00	
Additional Line		\$19.00	
Repeat Dial			\$0.75
Selective Call Rejection		\$4.50	
Speed Dialing 8		\$3.00	
Speed Dialing 30		\$4.50	
Three Way Calling		\$4.00	

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7. AT&T Local Exchange Services

7.4 Features (Cont'd)

- B. Monthly Recurring Charges shown below apply to all other AT&T Local Exchange Services Customers. (Cont'd)

<u>Feature Packages</u>	<u>Per Month</u>
Feature Package 1	\$7.50
Feature Package 2	\$13.85
Feature Package 3	\$20.05

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7. AT&T Local Exchange Services

7.4 Features (Cont'd)

- C. Monthly Recurring Charges shown below apply to Customers who order AT&T Local Exchange Services associated with ACC Business Service.

<u>Features</u>	<u>Non Recurring Charge</u>	<u>Per Month Charge</u>	<u>Per Use Charge</u>
Anonymous Call Rejection (ACR)		\$0.00	
Call Forward Busy		\$2.70	
Call Forward Don't Answer		\$3.60	
Call Forward Variable		\$4.30	
Call Return			\$0.75
Call Trace			\$2.00
Call Transfer		\$5.40	
Call Waiting/Cancel Call Waiting		\$6.75	
Caller ID		\$6.75	
Caller ID with Name		\$7.15	
Distinctive Ring Service		\$6.70	
Remote Access to Call Forwarding		\$3.40	
Remote Call Forwarding	\$27.00		
Main Line		\$17.10	
Additional Line		\$17.10	
Repeat Dial			\$0.75
Selective Call Rejection		\$4.05	
Speed Dialing 8		\$2.70	
Speed Dialing 30		\$4.05	
Three Way Calling		\$3.60	

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7. AT&T Local Exchange Services

7.4 Features (Cont'd)

D. Inside Wire Maintenance Plan

	<u>Non-Recurring</u>	<u>Monthly Charge</u>
Wire Maintenance - Per Line		\$5.95
Maintenance Service Call	\$150.00	

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7. AT&T Local Exchange Services

7.5 Reserved for Future Use

7.6 Directory Listings Charges

	Non-Recurring Installation/Change Charge Per Change	Monthly Charge
Additional Listing		\$1.50
Non-Published Listing	\$8.00	\$1.50
Non-Listed Listing	\$8.00	\$1.50

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7. AT&T Local Exchange Services

7.7 Local Operator Services Charges

	<u>Rate Per Call</u>
Local Directory Assistance	\$0.47
Busy Line Verification	\$1.25
Busy Line Verification w/Interrupt	\$2.00
Operator Station	\$1.25
Customer Dialed Calling Card Station	\$0.50
Person-to-Person	\$3.00
Billed to Third Party	\$1.33

	<u>Rate Per Min.</u>
Operator Assistance Local Use Charge	\$0.08

7.8 Reserved for Future Use

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7. AT&T Local Exchange Services

7.9 Local Exchange Services ISDN-PRI

A. Monthly Recurring Charges

Monthly recurring charge includes customer's local calling.

Monthly Recurring Charges shown below apply per facility to Customers who order AT&T Local Exchange Services-ISDN PRI associated with AT&T Business Network and OneNet Option.

	Monthly Recurring Charge	*Installation Charge Per Facility
Primary ISDN Facility Charge 23B+D	\$1,440.00	\$2,800.00
Secondary ISDN Facility Charge 24B	\$1,440.00	\$2,800.00
ISDN Back-up Facility Charge 23B+Back-up D	\$1,440.00	\$2,800.00
Primary ISDN Data Facility Charge 23B+D Data Only	\$1,020.00	\$2,800.00
Secondary ISDN Data Facility Charge 24B Data Only	\$1,040.00	\$2,800.00
ISDN Back-up Data Facility Charge 23B+Back-up D Data Only	\$1,020.00	\$2,800.00

DID Number Blocks

Per Month

Initial 20 numbers	\$ 2.70
Each add'l 10 numbers	\$ 1.35

B. Non-Recurring Charges

Per Change Order

Change Order Charge	\$ 100.00
---------------------	-----------

C. Local Operator Service

Local Operator Service Charges apply as specified in Section 7.7.

D. Directory Listings

Directory Listings Charges apply as specified in Section 7.6.

- * Installation Charges are waived for new and existing Customers. Customers must maintain service for a minimum of 12 consecutive billing months from the installation date or they will be billed a termination charge equal to the waived Installation Charge(s).

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7. AT&T Local Exchange Services

7.10 AT&T Local Exchange Services-DS-1 Digital Facilities

A. Monthly Recurring Charges

Monthly recurring DS-1 Digital Facility charge includes customer's local calling.

Monthly Recurring Charges shown below apply per-facility to Customers who order AT&T Local Exchange Services-DS-1 Digital Facilities associated with AT&T Business Network and SDN OneNet Option.

	Monthly Recurring Charge	*Installation Charge Per Facility
DOD Digital Facility	\$695.00	\$1,500.00
Two-way Combo Digital Facility	\$695.00	\$1,500.00
DID Digital Facility	\$1,080.00	\$2,500.00
DID/DOD Digital Facility	\$1,080.00	\$2,500.00

<u>DID Number Blocks</u>	<u>Per Month</u>
Initial 20 numbers	\$ 2.70
Each add'l 10 numbers	\$ 1.35

B. Non-Recurring Charges

Per Change Order

Change Order Charge \$ 100.00

C. Local Operator Service

Local Operator Service Charges apply as specified in Section 7.7.

D. Directory Listings

Directory Listings Charges apply as specified in Section 7.6.

* Installation Charges are waived for new and existing Customers. Customers must maintain service for a minimum of 12 consecutive billing months from the installation date or they will be billed a termination charge equal to the waived Installation Charge(s).

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8. RESERVED FOR FUTURE USE

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9. AT&T DIGITAL LINK

9.3 AT&T Digital Link Direct Outward Dialing Service

9.3.1 Reserved for Future Use

9.3.2 Software Defined Network Service

Schedule B

LATA	Rate Mileage	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
		Day	Eve	N/W	Day	Eve	N/W
666	0-31	\$0.0120	\$0.0120	\$0.0120	\$0.0040	\$0.0040	\$0.0040
Rest of State	0-47	\$0.0120	\$0.0120	\$0.0120	\$0.0040	\$0.0040	\$0.0040

9.3.3 AT&T Business Network-UniPlan Service-Special Access

LATA	Rate Mileage	Initial 30 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
		Day	Eve	N/W	Day	Eve	N/W
666	0-31	\$0.0195	\$0.0195	\$0.0195	\$0.0039	\$0.0039	\$0.0039
Rest of State	0-47	\$0.0195	\$0.0195	\$0.0195	\$0.0039	\$0.0039	\$0.0039

9.3.4 AT&T Business Network-UniPlan Basic Service Option-Special Access

LATA	Rate Mileage	Initial 30 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
		Day	Eve	N/W	Day	Eve	N/W
666	0-31	\$0.0210	\$0.0210	\$0.0210	\$0.0042	\$0.0042	\$0.0042
Rest of State	0-47	\$0.0210	\$0.0210	\$0.0210	\$0.0042	\$0.0042	\$0.0042

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9. AT&T DIGITAL LINK

9.3 AT&T Digital Link Direct Outward Dialing Service (Cont'd)

9.3.5 AT&T Business Network-UniPlan Service FlatRate Pricing Option-Special Access

LATA	Rate Mileage	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
		Day	Eve	N/W	Day	Eve	N/W
666	0-31	\$0.0210	\$0.0210	\$0.0210	\$0.0007	\$0.0007	\$0.0007
Rest of State	0-47	\$0.0210	\$0.0210	\$0.0210	\$0.0007	\$0.0007	\$0.0007

9.3.6 AT&T Business Network-UniPlan OneRate Service

LATA	Rate Mileage	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
		Day	Eve	N/W	Day	Eve	N/W
666	0-31	\$0.0180	\$0.0180	\$0.0180	\$0.0006	\$0.0006	\$0.0006
Rest of State	0-47	\$0.0180	\$0.0180	\$0.0180	\$0.0006	\$0.0006	\$0.0006

9.3.7 AT&T Business Network-UniPlan OneRate Service Pricing Option II

LATA	Rate Mileage	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
		Day	Eve	N/W	Day	Eve	N/W
666	0-31	\$0.0180	\$0.0180	\$0.0180	\$0.0006	\$0.0006	\$0.0006
Rest of State	0-47	\$0.0180	\$0.0180	\$0.0180	\$0.0006	\$0.0006	\$0.0006

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9. AT&T DIGITAL LINK

9.3 AT&T Digital Link Direct Outward Dialing Service (Cont'd)

9.3.8 AT&T State Calling Service

Schedule B

LATA	Rate Mileage	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
		Day	Eve	N/W	Day	Eve	N/W
666	0-31	\$0.0102	\$0.0102	\$0.0102	\$0.0034	\$0.0034	\$0.0034
Rest of State	0-47	\$0.0102	\$0.0102	\$0.0102	\$0.0034	\$0.0034	\$0.0034

9.3.9 AT&T Virtual Telecommunications Network Service (VTNS)

Schedule B1

LATA	Rate Mileage	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
		Day	Eve	N/W	Day	Eve	N/W
666	0-31	\$0.0117	\$0.0117	\$0.0117	\$0.0039	\$0.0039	\$0.0039
Rest of State	0-47	\$0.0117	\$0.0117	\$0.0117	\$0.0039	\$0.0039	\$0.0039

9.3.10 AT&T CustomNet Service-Special Access

LATA	Rate Mileage	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
		Day	Eve	N/W	Day	Eve	N/W
666	0-31	\$0.0210	\$0.0210	\$0.0210	\$0.0007	\$0.0007	\$0.0007
Rest of State	0-47	\$0.0210	\$0.0210	\$0.0210	\$0.0007	\$0.0007	\$0.0007

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9. AT&T DIGITAL LINK

9.3 AT&T Digital Link Direct Outward Dialing Service (Cont'd)

9.3.11 AT&T Business Network Service

LATA	Rate Mileage	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
		Day	Eve	N/W	Day	Eve	N/W
666	0-31	\$0.0180	\$0.0180	\$0.0180	\$0.0006	\$0.0006	\$0.0006
Rest of State	0-47	\$0.0180	\$0.0180	\$0.0180	\$0.0006	\$0.0006	\$0.0006

9.3.12 AT&T SDN OneNet Service

Schedule B

LATA	Rate Mileage	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
		Day	Eve	N/W	Day	Eve	N/W
666	0-31	\$0.0120	\$0.0120	\$0.0120	\$0.0040	\$0.0040	\$0.0040
Rest of State	0-47	\$0.0120	\$0.0120	\$0.0120	\$0.0040	\$0.0040	\$0.0040

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9. AT&T DIGITAL LINK

9.3 AT&T Digital Link Direct Outward Dialing Service (Cont'd)

9.3.13 Flat Rate Calling Plan

Service	Capacity	Rate Per Month
VTNS (non ISDN)	Per-half DS1	\$265.20
VTNS (ISDN)	Per-full DS1	\$530.00
VTNS (ISDN)	Per-half DS1	\$265.20
Software Defined Network	Per-full DS1	\$530.00
AT&T SDN OneNet	Per-full DS1	\$530.00
AT&T Business Network-UniPlan Service-Dedicated Access	Per-full DS1	\$530.00
AT&T Business Network-UniPlan Basic Service Option	Per-full DS1	\$530.00
AT&T Business Network-UniPlan Service Flat Rate Pricing Option	Per-full DS1	\$530.00
AT&T Business Network-UniPlan OneRate Service Option	Per-full DS1	\$530.00
AT&T Business Network-UniPlan OneRate Service Option II	Per-full DS1	\$530.00
State Calling Service	Per-full DS1	\$530.00
ACC Business Service	Per-full DS1	\$390.00
AT&T Business Network Service	Per-full DS1	\$530.00
Software Defined Network	Per-half DS1	\$339.75
AT&T SDN OneNet	Per-half DS1	\$339.75
AT&T Business Network-UniPlan Service-Dedicated Access	Per-half DS1	\$339.75
AT&T Business Network-UniPlan Basic Service Option	Per-half DS1	\$339.75
AT&T Business Network-UniPlan Service Flat Rate Pricing Option	Per-half DS1	\$339.75
AT&T Business Network-UniPlan OneRate Service Option	Per-half DS1	\$339.75
AT&T Business Network-UniPlan OneRate Service Option II	Per-half DS1	\$339.75
State Calling Service	Per-half DS1	\$339.75
AT&T Business Network Service	Per-half DS1	\$339.75

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9. AT&T DIGITAL LINK

9.3.14 AT&T Digital Link DID and MLN Services

	<u>Rate Per Month</u>
Direct Inward Dialing Service (DID) (per Channel of the Digital Facility so equipped)	\$40.50
(OR)	
Direct Inward Dialing Service (DID) (per Digital Facility so equipped)	\$469.00
Initial Direct Inward Dialing Service Number Group of 20*	\$2.70
Additional Direct Inward Dialing Service Number Group of 10*	\$1.35
	<u>Non-Recurring Charge</u>
DID Service Establishment Charge** (initial order)	\$500.00
Subsequent additions or rearrangements of DID Service Terminations (per order)	\$100.00
	<u>Rate Per Month</u>
Main Listed Number Service (MLN) (per channel of the Digital Facility so equipped)	\$0.00
(OR)	
Main Listed Number Service (MLN) (per Digital Facility so equipped)	\$0.00
	<u>Non-Recurring Charge</u>
MLN Service Establishment Charge** (initial order)	\$0.00
Subsequent additions or rearrangements of MLN Service Terminations (per order)	\$0.00

* These charges apply whether or not the Customer utilizes all the DID numbers in the group.

** Direct Inward Dialing Trunk Establishment Charges are waived for new AT&T Digital Link DID Customer locations.

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9. AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES

Following is the schedule of credit applicable to eligible services, per Service Type, per Main Billed Account

<u>AT&T Service Type</u>	<u>Maximum Credit Per Service Type Per Location Per Event</u>
AT&T CustomNet Service	\$25.00
AT&T UniPlan Services	\$300.00
AT&T Business Network Service	\$300.00
Software Defined Network Service	\$300.00
AT&T SDN OneNet Service	\$300.00
<u>AT&T Service Type</u>	<u>Maximum 12-Month Credit Per Service Type for Main Billed Account</u>
AT&T CustomNet Service	\$300.00
AT&T UniPlan Services	\$2,000.00
AT&T Business Network Service	\$2,000.00
Software Defined Network Service	\$5,100.00
AT&T SDN OneNet Service	\$5,100.00

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9. AT&T DIGITAL LINK

9.5 Directory Listings

	Non-Recurring Charge	Monthly Charge
Additional Listings		\$1.50
Alternate Listings		1.50
Alpha Listings		1.50
Client Main Listings		0.00
Duplicate Listings		1.50
Foreign Listings		1.50
Informational Listings		1.50
Referenced Listings		1.50
Telephone Answering Service Listings		1.50
Non-Published Listings	\$8.00	1.50
Non-Listed Listings	\$8.00	1.50

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PROMOTIONAL OFFERINGS

7. AT&T Local Exchange Service

7.1 ALES \$1,000 Vendor Credit Promotion

Beginning March 1, 2003 and ending December 31, 2003, AT&T will offer under this promotion a \$1,000 bill credit to new and existing AT&T Local Service (ALS) DS-1 Digital Facilities and ISDN PRI end-user customers.

In order to qualify for this promotion:

1. A new T1.5 dedicated access must be ordered and installed for ALS DS-1 Digital Facilities and ISDN PRI in conjunction with AT&T Business Network and SDN OneNet Option.
2. Customers must commit to bill a minimum of \$500 in combined direct dial outbound local and intraLATA usage and Monthly Recurring Charges per location during a 12-month period after enrollment in this promotion.

Benefits under this promotion can only be obtained once per location in a 12-month period.

Customer moves and migrations are excluded from this promotion

All credits will be applied to the Customers AT&T Business Network or SDN OneNet Option bill no later than the fourth full billing month after the installation of the new T1.5(s) ordered under this promotion.

Customers are responsible for payment of any associated governmental fees, surcharges or taxes applicable to the credited charges.

This promotion is only valid where facilities permit. Service must be installed no later than February 28, 2004.

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PROMOTIONAL OFFERINGS

7. AT&T Local Exchange Service

7.2 One-Month Monthly Recurring Charge (MRC) Waiver Promotion

From March 1, 2003 through December 31, 2003, AT&T will offer to waive the Monthly Recurring Charge for one month per-location for the following eligible services: New and existing AT&T Local Exchange Services-DS-1 Digital Facilities, AT&T Local Exchange Services-ISDN PRI AT&T Business Network and SDN OneNet end-user Customers.

In order to qualify for this promotion, Customers must commit to bill a minimum of \$500 in combined Local usage, intraLATA usage and Monthly Recurring Charges during a 12-month period after enrollment in this promotion.

The waiver can only be applied for one one-month period per-location. A location cannot receive more than one credit in a 12-month period.

Customers are responsible for payment of any associated governmental fees, surcharges, or taxes applicable to the credited charges.

This promotion is only valid where facilities permit. Service must be installed no later than February 28, 2004.

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PROMOTIONAL OFFERINGS

9. AT&T Digital Link

9.1 AT&T \$500 Vendor Credit ABN Digital Link Promotion

From March 1, 2003 through December 31, 2003, AT&T will offer under this promotion a \$500 bill credit to current nodal customers implementing new AT&T Digital Link Service or new AT&T Digital Link Service locations when ordered in conjunction with AT&T Business Network (ABN).

In order to qualify for this promotion Customers must commit to bill \$1,000 of AT&T Digital Link Service usage or AT&T Digital Link Flat Rate Half/Full DS-1MRC revenue during a 12-month period after enrollment in this promotion. A location cannot receive more than one credit in a 12-month period. This promotion is limited to not more than 100 locations.

AT&T Digital Link Service Orders must be placed by February 28, 2004 and service must be installed by May 31, 2004. This promotion is valid only where facilities permit.

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PROMOTIONAL OFFERINGS

9. AT&T Digital Link

9.2 AT&T Digital Link \$500 Vendor Credit Promotion

AT&T will offer the following promotion for current AT&T dedicated access customers ordering new AT&T Digital Link Service or new AT&T Digital Link locations from March 1, 2003 through December 31, 2003 in conjunction with: Software Defined Network (SDN), AT&T SDN OneNet or Virtual Telecommunications Network Service (VTNS). AT&T will offer under this promotion a \$500 bill credit.

In order to qualify for this promotion, for each \$500 issued, customers must commit to bill a minimum of \$1,000 of AT&T Digital Link Service usage or flat rate monthly recurring charges for their new AT&T Digital Link Service or at the new AT&T Digital Link locations during the 12-month period after enrollment in this promotion. Customers must also identify AT&T as their primary carrier for local exchange services and intraLATA usage. Customers must request an installation date of no later than March 31, 2004.

Customers will receive a \$500 bill credit per-participating bill group payable by the fourth full month's bill following enrollment in the promotion. All credits will be payable to one location based on the bill group number designated by the customer. If none is provided, the credit will be applied to the customer's headquarter's bill group account. Benefits under this promotion can only be obtained once per bill group and only at dedicated access facilities with no more than one credit per single location and no more than 100 locations per customer.

Customers are required to submit proof, in the form of a bill or invoice, of vendor efforts or equipment purchased in support of the routing of the local outbound traffic to AT&T.

If customers have not met or exceeded their AT&T Digital Link billing commitment for the 12-month period, a bill-back charge equal to \$500 will be applied to the customer's headquarter's bill group.

Customer's bill group or locations participating in any previous AT&T Digital Link, SDN, AT&T SDN OneNet or VTNS promotion within the last 12 months are ineligible for this promotion. Bill group or locations enrolling in this promotion are ineligible for any other AT&T Digital Link promotion that would entitle them to a similar bill credit during a subsequent 12-month period.

Customers are responsible for payment of any associated governmental fees, surcharges, or taxes applicable to the credited charges.

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PREFACE

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PREFACE

1. General

This tariff contains the regulations and rates applicable to Access Services and Network Interconnection Services.

2. Tariff Structure

This tariff is structured in a manner that separates regulations from rates. The regulations applicable to the services offered in this tariff are placed in sections in the forward part of the tariff, while the rates for those offerings are placed in a single rate section in the Price List. References are provided in the service sections of the tariff to assist the tariff user in the location of rates. Similarly, the rate section contains a list of services with applicable rate section numbers.

To locate the section for a particular service, refer to the Master Table of Contents.

3. Abbreviations and Definitions

Following is a list of the abbreviations used in the tariff. In addition, the General Regulations section contains a Definitions sub-section that defines certain technical terms that have a specific meaning within the context of this tariff. (See General Regulations, Section 2.7).

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PREFACE

3. Abbreviations and Definitions (Cont'd)

3.1 Explanation of Abbreviations

BNA	Billing Name and Address
BP	Billing Percentage
CLEC	Certified Local Exchange Carrier
CLLI	Common Language Location Identifier
CO	Central Office
Cont'd	Continued
FCC or	
F.C.C.	Federal Communications Commission
IC	Interexchange Carrier or Interexchange Common Carrier
ICB	Individual Case Basis
ILNP	Interim Local Number Portability
LATA	Local Access and Transport Area
Mbps	Megabits per second
MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
NEPAS	Network Element Provided Access Service
NIS	Network Interconnection Services
NPA	Numbering Plan Area
NXX	Three Digit Central Office Prefix
PIU	Percent of Interstate Use
PLSU	Percent Local Signaling Use
PLU	Percent Local Usage
POI	Point of Interconnection
POT	Point of Termination
SS7	Signaling System 7
STP	Signal Transfer Point
SWC	Serving Wire Center
U.S.	United States
USOC	Uniform Service Order Code
V&H	Vertical and Horizontal

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4. Explanation of Symbols

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

C - To signify changed regulation.

D - To signify discontinued rate or regulation.

N - To signify new rate or regulation.

T - To signify a change in text but no change in rate or regulation.

Other marginal codes are used to direct the tariff reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, e.g., x, y and z. These codes may appear beside the Page revision number in the Page header or in the right margin opposite specific text.

5. Trademarks and Service Marks

The following marks, to the extent, if any, used throughout this tariff, are trademarks or service marks of the AT&T Corp.

Trademarks

NONE

Service Marks

NONE

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6. Tariff Format

6.1 Page Numbering

Page numbers appear in the upper-right corner of the Page. Pages are numbered sequentially within each section. When a new Page is added between existing Pages with whole numbers, a decimal is added. For example, a new Page added in Section 2 between Pages 2-6 and 2-7 would be 2-6.1.

6.2 Page Revision Numbers

Revision numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current Page version, for example, the 4th revised Page 3-4 cancels the 3rd revised Page 3-4. Because of deferrals, notice periods, etc., the most current Page revision number on file with the Commission is not always the tariff Page in effect. Consult supplements for the Page currently in effect.

6.3 Section Numbering Sequence

There are nine levels of alpha-numeric coding used in this tariff. Each level is subservient to its next higher level. The following is an example of the numbering sequence used.

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a)I.
2.1.1.A.1.(a)I.(i)
2.1.1.A.1.(a)I.(i)(1)

6.4 References to Other Tariffs

Whenever reference is made to other tariffs, the reference is to the tariffs in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

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7. Technical Publication Information

The issue and availability dates of the Technical Publications referenced in this tariff are as follows:

<u>Publication Number</u>	<u>Issue Date</u>	<u>Date Available to Public</u>
AS No. 1, Issue II	May 1984	May 1984
GR-334-CORE	June 1994	June 1994

Publication AS No. 1, Issue II may be obtained from the National Exchange Carrier Association, Inc., Director, Tariff and Regulatory Matters, 100 So. Jefferson Road, Whippany, NJ 07981. Publication GR-334-CORE may be obtained from Bell Core, 8 Corporate Place, Piscataway, NJ 08854, and the FCC's commercial contractor.

8. Supplements

A supplement can be used to list a group of tariff Pages that are being deferred, suspended or advanced. A supplement contains a brief explanation of the circumstances and a list of the Pages involved. It also informs the user of the disposition of these Pages. A supplement can also be used to cancel a complete tariff.

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1. APPLICATION OF THE TARIFF

1.1 Application

1.1.1 General

This tariff contains regulations, rates and charges applicable to the provision of Intrastate Access Services and Network Interconnection Services provided to Customers by AT&T Communications of the Mountain States, Inc., hereinafter referred to as the Company.

This tariff also contains regulations, rates and charges applicable to the provision of certain Network Interconnection Services, as set forth in Section 10, provided by the Company to any Carrier within the State of Arizona with which the Company has entered into an Interconnection Agreement that addresses, among other matters, mutual compensation for the exchange of Local Traffic, or that orders such services in anticipation of entering into an Interconnection Agreement with the Company. To the extent that the terms of this tariff are inconsistent with the terms of any Interconnection Agreement between the Company and any Carrier, the terms of such Interconnection Agreement shall govern (except as otherwise provided in such Interconnection Agreement).

The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

The locations served by the Company and the services available are as set forth in Section 16.3.

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SECTION 2

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A. The Company does not undertake to transmit messages under this tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.
- F. The Company makes no undertaking under this tariff with respect to any Customer that has provided a Service Order relating to facilities of the Company to another telephone company (such as a provider of service at an Access Tandem), but has not provided a copy of the Service Order directly to the Company under Section 5. Notwithstanding the foregoing, such Customers shall be liable for the obligations and undertakings of Customers under this tariff as fully as if such Customers had provided valid Service Orders directly to the Company.
- G. With respect to Network Element-Provided Access Service (NEPAS), the Company shall not be responsible for the facilities used to provide such services, including installation, operation, maintenance, testing, trouble handling, or performance of such facilities.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 Limitations

A. Assignment or Transfer of Services

The Customer may assign or transfer the use of services provided under this tariff only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

1. another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
2. a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from receipt of written notification.

All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

B. Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 Limitations (Cont'd)

C. Sequence of Provisioning

Subject to compliance with the rules mentioned in B. preceding, (1) the Company facilities-based Access Services offered herein will be provided to Customers on a first-come, first-served basis and (2) the Company facilities-based Network Interconnection Services offered herein will be provided to Customers on a first-come, first-served basis.

The first-come, first-served sequence shall be based upon the received time and date recorded, by stamp or other notation, by the Company on Service Orders provided by Customers. These orders must contain all the information as required for each respective service as delineated in other sections of this tariff. Service Orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability

A. Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

B. Acts or Omissions

The Company shall not be liable for any act or omission of any other carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or Customer providing a portion of a service.

C. Damages to Customer or End User Premises

The Company is not liable for damages to the Customer premises or any End User premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

D. Explosive Atmospheres

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such Customer's use of services so provided.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability (Cont'd)

E. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.

F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, acts or omissions of sub-contractors or suppliers, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

2.1.4. Provision of Services

The Company will provide to the Customer, at the Customer's request upon reasonable notice, services offered in this tariff. Services will be made available to the extent that such services are or can be made available with reasonable effort, and the Company determines in its discretion that sufficient capacity and facilities are available to allow for the provision of such services.

When Special Construction is necessary, the provisions and charges as set forth in AT&T Business Services Guide Special Construction Tariff will apply.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5. Points of Termination

Except with respect to NEPAS, the Access Services provided under this tariff will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a Customer Premises (i.e., the Point of Termination (POT)). Such wiring or cable will be installed by the Company to the POT. Moves of the POT at the Customer Premises will be as set forth in 2.4.1.C.3. following.

2.1.6. Service Maintenance

Except with respect to NEPAS, the services provided under this tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

A. Trouble Reporting

1. Trouble Receipt

The first point of contact (the Company or the Customer) will, upon receipt of the trouble report, be responsible for determining the source of the trouble by testing or other means. If analysis or testing indicates the trouble to be in the service provided by a service provider other than the one taking the report, the holder of the trouble report may refer the trouble report to the appropriate service provider (the Company or the Customer) or the person or entity who initiated the trouble report may be referred to the appropriate service provider.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6. Service Maintenance (Cont'd)

2. Sectionalization

The Company or Customer identifying the trouble is responsible to initiate sectionalization to the Point of Termination or Point of Interconnection. It is anticipated that the sectionalization could involve cooperative testing and, in the interest of maintaining continuity of service, all entities are expected to participate in this activity when requested.

3. Repair Verification

Repair verification tests, as warranted by the trouble condition found, will be cooperatively performed upon request by the Company or Customer to ensure the service is operational.

4. Network Element-Provided Access Service (NEPAS)

With respect to NEPAS, the Customer shall be responsible for working directly with the Incumbent Local Exchange Carrier with respect to any trouble receipt, testing, sectionalization or repair verification relating to such facilities.

2.1.7. Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this tariff. Such actions may include, without limitation:

- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Company.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7. Changes and Substitutions (Cont'd)

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range set forth in applicable sections of this tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

2.1.8. Refusal and Discontinuance of Service

- A. If a Customer fails to comply with 2.1.6. preceding or 2.3.1., 2.3.4., 2.3.5., 2.4. or 2.5. following including any Customer's failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the Customer, take the following actions:

- refuse additional applications for service from the Customer and/or;
- refuse to complete any pending service orders from the Customer, and/or;
- discontinue the provision of service to the Customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

- B. If a Customer or Customer's End User fails to comply with 2.2.2. following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any End User or Customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its local exchange service tariffs.

In such instances when termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising out of the Company's actions in terminating such service, unless caused by the Company's sole negligence.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8. Refusal and Discontinuance of Service (Cont'd)

C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance.

D. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying Customer without further notice.

E. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.8.E, if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:

Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this tariff to the Company's service, or

Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or

Using any fraudulent means or devices.

F. With respect to NEPAS, the Company may discontinue the furnishing of any and/or all services to the Customer or refuse additional applications for service to the extent such services are discontinued or applications are refused by the Incumbent Local Exchange Carrier.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.9. Notification of Service-Affecting Activities

Except with respect to NEPAS, the Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out

Generally, such activities are not individual Customer service specific, but may affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements.

2.1.10. Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.11. Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this tariff, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary for the Company to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, by Certified US mail of the effective date and an explanation of the reason(s) for such change(s).

2.1.12. Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls over any traffic carried over its network, including that associated with Access Services or Network Interconnection Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

2.1.13. Design Layout Reports

For Access Services other than NEPAS, at the request of the Customer, the Company will provide to the Customer the makeup of those facilities, provided by the Company, directly connecting the Customer Premises and the Company's End Office. For Network Interconnection Services the Company will provide the makeup of the facilities between the POI and the Company's End Office. This information will be provided in the form of a Design Layout Record. The Design Layout Record will be provided to the Customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

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2. GENERAL REGULATIONS

2.2 Use

2.2.1. Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or to the public.

2.2.2 Unlawful and Abusive Use

The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere with the use of the service by one or more other Customers or End Users.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. Damages

The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide services under this tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.2. Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

2.3.3. Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at non-Company locations where such services terminate. The selection of ac or dc power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.

2.3.4. Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.5.C.4. following, no credit will be allowed for any interruptions involved during such tests and adjustments.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.5. Design of Customer Services

Subject to the provisions of 2.1.7. preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the Company's facilities.

Customer services must be designed and maintained, and sufficient services ordered from the Company, so that the following grades of service are maintained on the Customer's Access Service or Network Interconnection Service trunks:

- For traffic routed via Access Tandems: P.005
- For traffic routed directly to End Offices: P.01

With respect to NEPAS, the Customer shall be responsible for compliance with all requirements imposed by the Incumbent Local Exchange Carrier.

2.3.6. References to the Company

The Customer may advise End Users that certain services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.7. Indemnification of the Company

A. By the Customer

1. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the Customer.
2. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the Customer, its officers, agents or employees.
3. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

B. By the End User

1. With respect to claims of patent infringement made by third persons, the End User shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the End User.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

2. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the End User's circuits, facilities, or equipment connected to the Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the End User's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the End User to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the End User, its officers, agents or employees.
3. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the End User or third parties arising out of any act or omission of the End User in the course of using services provided under this tariff.

2.3.8. Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.9. Jurisdictional Report Requirements

A. General

The Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related minutes of use. In such cases the Customer shall be requested to provide a projected estimate of its split between the intrastate and interstate jurisdictions. The following regulations govern such estimates and their reporting by the Customer.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.9. Jurisdictional Report Requirements (Cont'd)

A. General (Cont'd)

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.

1. Jurisdictional Reports

When the Company is unable to determine the jurisdictional nature of the Customer's traffic, the Customer shall report the Percent of Interstate Use (PIU) by LATA and such report will be used for billing purposes.

Effective on the first of January, April, July and October of each year the Customer shall update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) days after the first of each such month, a revised report showing the intrastate and interstate percent of use for the past 12 months ending the last day of December, March, June and September, respectively for each LATA. The revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report.

If the Customer does not supply the jurisdictional reports, the Company may deem the Customer to have reported percentages that are the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company may deem the Customer to have reported percentages that are the same as those provided in the order for service. Absent percentages supplied (or deemed by the Company to have been supplied) by the Customer, the Company will, only for that portion of the Customer's usage for which the Company is unable to determine the appropriate jurisdiction, bill the Customer's usage at the jurisdictional rate which produces the highest charge. This default billing procedure will remain in effect until the Customer provides call detail information to the Company pursuant to 2.3.11 following (if the provision of such information would permit the Company to determine jurisdiction), supplies the necessary jurisdictional percentages, or agrees with the Company on an alternate default billing procedure.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.9. Jurisdictional Report Requirements (Cont'd)

B. Jurisdictional Audits

The Customer shall keep sufficient detail from which the percentages of use reported to the Company (or deemed by the Company to have been reported) can be verified and upon request of the Company make such records available for inspection and audit. The Customer shall supply the required data to the Company within 30 calendar days of the Company request. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year.

In the event that an inspection or audit reveals that any Customer reported percentages of use were incorrect, the Company shall apply the inspection or audit result to all usage affected by the inspection or audit. The Customer shall be back billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty as set forth in 2.4.2.C. following.

Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of charges to the Company of five (5) percent or more of the total Access Services or Network Interconnection Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.10. Determination of Charges for Mixed Intrastate, Interstate
and/or_Local Usage

Usage Sensitive Rate Elements

When the Customer's usage has mixed intrastate and interstate traffic, for that portion of the usage for which the Company is unable to determine the appropriate jurisdiction, the usage charges will be prorated between the intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9, preceding, will serve as the basis for prorating the charges.

Monthly and Nonrecurring Chargeable Rate Elements

When the jurisdiction of the rate element can be determined by the Company the charges applicable to the appropriate jurisdiction will be applied. Rate elements for which the Company cannot determine the appropriate jurisdiction will be prorated between intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9, preceding, will serve as the basis for prorating the charges.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.11. SS7 Signaling; Call Detail Information

A. SS7 Signaling

The Customer will use SS7 signaling to set up Calls pursuant to this tariff. The Customer shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If it is technically infeasible for the Customer to use SS7, multi-frequency (MF) signaling shall be used by the Customer. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

B. Call Detail Information

To the extent not provided pursuant to A. preceding, the Customer shall, to the extent technically feasible and consistent with industry standards, cause to be transmitted to the Company with each Call information sufficient to identify the originating and terminating telephone numbers for such Call and each Carrier (including the Customer) with respect to such Call.

C. Signaling for NEPAS

With respect to NEPAS, the Customer shall be responsible for compliance with any signaling requirements imposed by the Incumbent Local Exchange Carrier.

2.3.12. Supervisory Signaling

The Customer's facilities connected to Access Service or Network Interconnection Service shall provide the necessary On-hook, Off-hook, answer and disconnect supervision.

2.3.13. Provision of Facility and Trunking Requirements

At the request of the Company, the Customer shall provide to the Company estimates of its facility and trunking requirements by End Office for each month in the ensuing 12 month period. Requests by the Company for such estimates will not be made more than once every six months.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.14. Sales, Use and Other Taxes/Charges

The Customer is responsible for the payment of its portion of any sales, use, gross receipts, excise, franchise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services.

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this tariff, in such event the Customer shall be responsible for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

2.3.15. Settlements Through Other Carriers

Where traffic is transmitted through the facilities of another Carrier, including the Incumbent Local Exchange Carrier, the Company and the Customer may permit such other Carrier to act on their behalf for billing and settlements relating to such traffic.

In certain circumstances, the Company makes arrangements with another carrier (an "Intermediate Carrier") under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the Intermediate Carrier's tariff as if all such services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable tariff of the Intermediate Carrier (or other arrangement in effect between the Intermediate Carrier and the Customer), rather than this Tariff

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2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1. Description of Rates and Charges

There are three types of rates and charges that can apply to Access Services or Network Interconnection Services. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this tariff.

A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute or query) basis. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services).

1. Installation of Service

The nonrecurring charges applicable to the installation of Access Services or Network Interconnection Services are applied on a per facility, trunk or other basis as specified in the Price List. In addition, certain nonrecurring charges may consist of "first" and "additional" charges. When charges are listed in this manner, the "first" charge applies to the first facility or trunk specified on the order, with the "additional" charge applied to each additional facility or trunk specified on the same order.

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2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.1. Description of Rates and Charges (Cont'd)

C. Nonrecurring Charges (Cont'd)

2. Service Rearrangements

Service Rearrangements are changes to existing (installed) services which do not result in a change in the minimum period requirements, a change in the physical location of the Point of Termination (POT) at the Customer Premises or a change of the Customer's Point of Interconnection (POI). Changes that result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the POT or POI are treated as moves and are described and charged for as set forth in 3. following.

The charge to the Customer for a service rearrangement is dependent on whether the change is "records only" or administrative in nature or involves an actual physical change to the service. "Records only" changes as set forth in Section 5.4.1.A. will be made without charge(s) to the Customer. The charges for administrative changes are as set forth in Section 5.4.3. The charges applicable to all other rearrangements are as set forth in applicable sections of this tariff.

3. Moves

A move involves a change in the physical location of the POT at the Customer Premises or the Customer's POI. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

a. Moves Within the Same Building

When the move is to a new location within the same building, the Service Order Charge and one-half of all other applicable nonrecurring charges will apply. There will be no change in the minimum period requirements.

b. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.1. Description of Rates and Charges (Cont'd)

C. Nonrecurring Charges (Cont'd)

4. Engineering Charges

Engineering Charges apply in connection with Network Interconnection Service. These charges apply per DS1 trunk group (24 trunks).

5. Ordering Charges

Certain nonrecurring charges apply in connection with the ordering of Access Services or Network Interconnection Services as set forth in Section 5 (e.g., Service Order Charge, Service Date Change Charge, Design Change Charge).

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2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2. Payment of Rates, Charges and Deposits

A. Deposits

The Company will only require a Customer that has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the Customer. No such deposit will be required of a Customer which is a successor of a Company which has established credit and has no history of late payments to the Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two (2) month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the Customer has established credit or, in any event after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer. In case of a cash deposit, for the period the deposit is held by the Company, the Customer will receive simple interest at the rate of six percent annually unless a different rate has been established by the appropriate legal authority in the state where the service(s) is provided, in which case that rate will apply.

Interest will accrue from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Should a deposit be credited to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account.

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2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2. Payment of Rates, Charges and Deposits (Cont'd)

B. Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

1. Access Service and Network Interconnection Service

Unless otherwise provided in this tariff, for Access Service and Network Interconnection Service, the Company will establish a bill day each month for each Customer account or advise the Customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than sixty (60) days notice or initiated by the Company more than twice in any consecutive twelve (12) month period.

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in immediately available funds in US dollars by the payment date, as set forth in C. following. If payment is not received by the payment date, a late payment penalty will apply as set forth in C. following.

Notwithstanding the above, bills will not be issued for amounts under \$105.00. In such cases Customer billing will be held until the total amount of the bill equals or exceeds \$105.00 or the Customer discontinues its service with the Company.

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2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2. Payment of Rates, Charges and Deposits (Cont'd)

C. Payment Dates and Late Payment Charge

1. All bills dated as set forth in B.2, preceding, provided to the Customer by the Company are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds in U.S. dollars. If the Customer does not receive a bill at least twenty (20) days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.

If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

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2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2. Payment of Rates, Charges and Deposits (Cont'd)

C. Payment Dates and Late Payment Charge (Cont'd)

2. Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in 1. preceding, or if a payment or any portion of a payment is received by the Company in funds which are not Immediately Available funds in U.S. dollars, then subject to billing and systems availability, a Late Payment Charge shall be due to the Company. The Late Payment Charge shall be the payment or the portion of the payment in excess of \$25.00 not received by the payment date times a late factor. The late factor shall be 1.5% per month unless an applicable law or regulation specifies a lower interest rate to be charged or portion thereof applied from the 31st Calendar day after the payment date to and including the date that the Company actually receives the payment. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at the time.

D. Billing Disputes Resolved in Favor of the Company

In the event that a Customer disputes all or part of the billed amount, the Customer shall pay the disputed amount in full pending resolution of the dispute unless the Company determines, in its sole discretion, that there is an adequate deposit in respect of such disputed amount. In the event that the Company does not require the Customer to pay the disputed amount in full pending resolution of the dispute, Late Payment Charges will not apply to amounts withheld pending settlement of the dispute. If the Company sustains the charges after investigating the dispute, the applicable Late Payment Charge will apply and shall be deemed correct and binding on the Customer. If, alternatively, the Company credits the charges after investigating the dispute, the Late Payment Charge will not apply.

E. Billing Disputes Resolved in Favor of the Customer

If the Customer pays the total billed amount as required under D. preceding and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within ninety (90) days after the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in C.2, preceding.

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2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2. Payment of Rates, Charges and Deposits (Cont'd)

F. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

G. Rounding of Charges

When a rate as set forth in this tariff is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting total amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

2.4.3. Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified. Usage rated services (e.g., Tandem-Switched Transport) have no minimum period.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus any usage, nonrecurring and/or Special Construction charge(s) that may be due.

2.4.4. Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 5.5.

2.4.5. Credit Allowance for Service Interruptions

A. General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility or component used to furnish service under this tariff or in the event that the protective controls applied by the Company as set forth in 2.1.12, preceding result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative.

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2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.5. Credit Allowance for Service Interruptions (Cont'd)

B. When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption shall be provided unless one or more of the conditions set forth in Section 2.4.5.C. applies.

1. Credit Allowance Computation

For flat rated Access Service or Network Interconnection Service rate elements, no credit shall be allowed for an interruption of less than thirty (30) minutes. The Customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty (30) minutes or Major Fraction Thereof that the interruption continues.

The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the service.

2. Credit Allowances Cannot Exceed Monthly Charges

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly recurring rate for the service interrupted in any one billing period.

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2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.5. Credit Allowance for Service Interruptions (Cont'd)

C. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

1. Interruptions caused by the negligence of the Customer.
2. Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. Interruptions of a service when the Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.
5. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
6. An interruption or a group of interruptions, resulting from a common cause, that would result in credit in an amount less than one dollar.
7. Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of Special Construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.

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2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.5. Credit Allowance for Service Interruptions (Cont'd)

D. Use of an Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

E. Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or Major Fraction Thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2.4.6. Re-establishment of Service Following Fire, Flood or Other Occurrence

A. Nonrecurring Charges Do Not Apply

Nonrecurring charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.
2. The service is for the same Customer.
3. The service is at the same location on the same premises.
4. The re-establishment of service begins within sixty (60) days after Company service is available. (The sixty (60) day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

Nonrecurring charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

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2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.7. Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to service designs, proposals, configurations or facilities developed or utilized, respectively, by the Company in connection with the provision of such services.

2.4.8. Access Services Provided By More Than One Telephone Company

When an Access Service is provided by more than one telephone company, Meet Point Billing is required as set forth in A. following.

A. Meet Point Billing

The regulations and procedures applicable to Meet Point Billing are as set forth below. These regulations and procedures are in conformance with the provisions of the Multiple Exchange Carrier Access Billing (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines.

1. Each company providing the access service will receive an order or a copy of the order from the Customer as specified in 5.2.1, following, and arrange to provide its portion of the service.

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2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.8. Access Services Provided By More Than One Telephone Company
(Cont'd)

A. Meet Point Billing (Cont'd)

2. When the order is placed with this Company, as specified in 5.2, following, the Company will notify the Customer whether the Access Service may be billed under a single bill or a multiple bill arrangement. Under the single bill arrangement, one company bills the Customer for the Access Service. The bill rendered includes the applicable tariffed rates and charges for each company involved in providing the Access Service. Under the multiple bill arrangement, each company providing the access service renders a bill to the Customer for its portion of the service. The bill rendered includes the applicable tariffed rates and charges for each company involved in providing the Access Service. The Company will also notify the Customer of (a) the company(ies) that will render bills, (b) the company(ies) to whom payment should be made and (c) the company(ies) that will provide the bill inquiry function. The Company shall provide such notification at the time that orders are placed. Additionally, the Company shall provide such notice in writing 30 days in advance of any changes.
3. Each company will provide its portion of the Access Service to an interconnection point(s) with the other company(ies) involved.
4. Billing Percentages will be determined for the Access Service by the companies involved. The Billing Percentages will be applied as set forth in B. following.

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2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.8. Access Services Provided By More Than One Telephone Company
(Cont'd)

B. Determination of Charges

1. The charges for all Access Service rate elements provided by this Company in a Meet Point Billing arrangement, except the Tandem-Switched Facility rate element, are determined without the application of Meet Point Billing Percentages.
2. The charges for the Tandem-Switched Facility rate element are determined as follows:

Determine the appropriate mileage between the two ends of the facility as set forth in Section 15.3.5.

Determine the billing percentage (BP) that represents the portion of the service provided by this Company as set forth in Section 16.4.

Multiply the number of access minutes of use routed over the facility times the number of airline miles, determined as set forth in (a) preceding, times the BP determined as set forth in (b) preceding, times the Tandem-Switched Facility rate.

3. The charges for the portion(s) of the access service provided by other companies are determined in accordance with the tariffs of those other companies.

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2. GENERAL REGULATIONS

2.5. CONNECTIONS

Except with respect to NEPAS, equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, Issue II and in Section 2.1 of this tariff.

2.6. Reserved For Future Use

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2. GENERAL REGULATIONS

2.7. DEFINITIONS

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes Customer usage, in minutes of use, of Access Service in the provision of intrastate service. Unless otherwise provided in this tariff, on the originating end of an intrastate Call, usage is measured from the time the originating End User's Call is delivered by the Company to and acknowledged as received by the Customer's facilities connected with the originating exchange, and on the terminating end of an intrastate Call, usage is measured from the time the Call is received by the End User in the terminating exchange. Unless otherwise provided in this tariff, timing of usage at both originating and terminating ends of an intrastate Call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Service

The term "Access Service" denotes the use of the network or facilities of the Company to enable a Customer to terminate a Call. Notwithstanding the foregoing, "Access Service" does not include any service that constitutes Network Interconnection Service.

Access Tandem

The term "Access Tandem" denotes a switching system which provides a concentration and distribution function for terminating traffic between the Customer Premises and End Offices that are served by such Access Tandem.

Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

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2.7. DEFINITIONS (Cont'd)

Call

The term "Call" denotes an End User or Customer attempt for which complete address information (e.g., 7 or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

The term "Carrier" or "Common Carrier" denotes a Local Exchange Carrier or Interexchange Carrier.

Central Office

See End Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Local Exchange Service.

Channelize

The term "Channelize" denotes the process of multiplexing/demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

The term "Company" denotes AT&T Communications of the Mountain States, Inc. which is the issuer of this tariff.

2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff.

Customer Premises

The term "Customer Premises" denotes the premises designated or used by the Customer for the provision of Access Service.

Dial Around Service

Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

DLS End User

The term "DLS End User" means an End User which purchases the AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service tariff.

DLS End Office

The term "DLS End Office" means an End Office used in connection with the provision of the AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service Tariff.

DS1 Facility

The term "DS1 Facility" denotes a facility that is capable of transmitting electrical signals at a nominal rate of 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

DS3 Facility

The term "DS3 Facility" denotes a facility that is capable of transmitting electrical or optical signals at a nominal rate of 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

End Office

The term "End Office" denotes a Company switching system where Local Exchange Service customer station loops (including dedicated digital links from a DLS End User) are terminated for purposes of interconnection to each other and to trunks.

End User

The term "End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Exchange

The term "Exchange" denotes a unit established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of the Company's exchange area to include nearby exchanges.

First Point of Switching

The term "First Point of Switching" denotes the first Company location at which switching occurs on the terminating path of a Call proceeding from the Customer Premises to the terminating End Office (including DLS End Offices) and, at the same time, the last Company location at which switching occurs on the originating path of a Call proceeding from the originating End Office to the Customer Premises.

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2.7. DEFINITIONS (Cont'd)

Immediately Available funds in U.S. dollars

The term "Immediately Available funds in U.S. dollars" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Incumbent Local Exchange Carrier (ILEC)

The term "Incumbent Local Exchange Carrier" shall mean any Carrier that constitutes an "incumbent local exchange carrier" pursuant to Section 251(h)(1) of the Communications Act of 1934 or that is treated as an "incumbent local exchange carrier" pursuant to Section 251(h)(2) of the Communications Act of 1934.

Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Interconnection Agreement

The term "Interconnection Agreement" denotes a lawful written agreement between the Company and a Local Exchange Carrier relating to the mutual termination of Local Traffic.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by fiber optics, wire or radio or any suitable technology or combination of technologies, between two or more exchanges.

Intermediate Carrier

The term "Intermediate Carrier" denotes another carrier with which the Company has made an arrangement under which the carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the carrier's tariff as if all such services had been provided by the carrier.

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2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory authority as provided by the laws of the state involved.

Legal Holiday

The term "Legal Holiday" denotes a day other than a Saturday or Sunday for which the Company is normally closed.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier

The term "Local Exchange Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in providing Local Exchange Service.

Local Exchange Service

The term "Local Exchange Service" denotes a service which provides for exchange telephone communication within a local calling area.

Local Traffic

For the purposes of this tariff, the term "Local Traffic" means calls that originate and terminate within the territory agreed to by the Company and a Customer in an Interconnection Agreement as the territory within which Calls subject to the reciprocal compensation provisions of the Interconnection Agreement are originated and terminated. "Local Traffic" shall also be subject to any other restrictions specified in an Interconnection Agreement.

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2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a Major Fraction Thereof would be any period of time in excess of 12 hours exactly.

Mutual Traffic Exchange

The term "Mutual Traffic Exchange" denotes a compensation arrangement between the Company and a Customer where each party agrees to terminate on its network Local Traffic originated on the other party's network without charge to each other (also known as a "Bill and Keep" arrangement).

Network Element-Provided Access Service (NEPAS)

The term Network Element-Provided Access Service (NEPAS) refers to service that provides switched access to the Premises of an End User which is obtaining a NEP Service offering (NEPS End User) under the Company's Local Exchange Service Tariff. NEPAS is provided utilizing network elements of the Incumbent Local Exchange Carrier. (See Section 16.3.5 for NEPAS availability.)

Network Element-Provided (NEP) Service

The term "NEP Service" means a Company local service offering pursuant to the Company's Local Exchange Service Tariff that is provided by the Company using the facilities of an Incumbent Local Exchange Carrier.

NEPS End Office

The term "NEPS End Office" means an Incumbent Local Exchange Carrier's End Office used in connection with the provision of an NEP Service by the Company.

NEPS End User

The term "NEPS End User" means an End User which purchases an NEP Service.

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2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Network Interconnection Services (NIS)

The term "Network Interconnection Services" (NIS) denotes the use of the network or facilities of the Company to enable a Local Exchange Carrier to terminate Local Traffic.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of a Local Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of a Local Exchange Service line.

Originating Direction

The term "Originating Direction" denotes the use of a service for the completion of calls from an End User Premises to a Customer Premises or Point of Interconnection.

Percent of Interstate Use (PIU)

The term "Percent of Interstate Use" (PIU) denotes the percent of interstate usage on lines or trunks carrying interstate and intrastate calls.

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2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Point of Interconnection (POI)

The term "Point of Interconnection" (POI) denotes a place where the Company's and a Customer's networks physically connect for the purpose of exchanging (1) in the case of NIS, Local Traffic, and (2) in the case of Access Services, traffic originated by or terminating to End Users.

Point of Termination (POT)

The term "Point of Termination" is defined in Section 2.1.5, preceding.

Premises

The term "Premises" denotes a building, a portion of a building in a multitenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public thoroughfare.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer Premises would normally obtain dial tone from a telephone company providing access service to such premises.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7) denotes the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Telecommunications Service

The term "Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Terminating Direction

The term "Terminating Direction" denotes the use of a service for the completion of calls from a Customer Premises or Point of Interconnection to an End User Premises.

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2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Toll Free (8YY) Service

Toll Free (8YY) Service is a telecommunications service which permits inward calling between a location associated with an access line in one area and locations in diverse geographical service areas specified by the owner of the Toll Free (8YY) number. The Call is without charge to the calling party. The owner of the Toll Free (8YY) number is responsible for the access charges associated with the service.

Transmission Path

The "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, or access tandems are located.

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5. ACCESS/INTERCONNECTION ORDERING

5.1. GENERAL

This section sets forth the regulations and order related charges for services set forth in other sections of this tariff. Order related charges are in addition to other applicable charges for the services provided.

A Service Order is an order to provide the Customer with Access Service or Network Interconnection Service or to provide changes to existing service.

A Customer may order any number of services of the same type and between the same premises on a single Service Order, unless prohibited by technical limitations.

The Customer shall provide the Company the order information required in 5.2, following, and in addition the Customer must also provide:

- Customer name and premises address(es)
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

5.1.1. Service Installation

The service intervals associated with Customer requests for Access Service or Network Interconnection Service will be developed by the Company on an Individual Case Basis (ICB). The Company will make every reasonable effort to meet the Customer's requested service date subject to the following.

Access Services and Network Interconnection Services will be installed during Company business days. If a Customer requests installation be done outside of scheduled work hours and the Company agrees to this request, the Customer will be subject to applicable additional charges as set forth in Section 13.3.

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5. ACCESS/INTERCONNECTION ORDERING

5.2. ORDERING REQUIREMENTS

5.2.1. Access Service

When ordering AT&T Digital Link Access Service (DLAS), the Customer must specify whether the service is to be provided as: (1) direct transport to an Access Tandem which connects with DLAS Tandem-Switched Transport to the DLS End Office, (2) DLAS Tandem-Switched Transport from the Customer Serving Wire Center to the DLS End Office, or (3) DLAS Direct Connect Transport to the DLS End Office, as set forth in Section 15.2.1.

A. Access Tandem Connections

When ordering DLAS via an Access Tandem, the Customer must provide the Company an estimate of the amount of traffic it will generate to the DLS End Office to assist the Company in its efforts to project further facility requirements.

When service to the Access Tandem is ordered by the Customer from another telephone company, the Customer must also supply a copy of the order to the Company.

B. Direct Connect Transport

When placing an order for DLAS Direct Connect Transport to a DLS End Office, the Customer shall provide:

- The number of trunks desired between the Customer Premises and the DLS End Office, and

- The type and quantity of facility desired (e.g., DS1 or DS3).

C. PIU Requirements

For all Access Services provided under this tariff, a projected Percent of Interstate Use (PIU) shall be provided as set forth in Section 2.3.9.

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5.2. ORDERING REQUIREMENTS (Cont'd)

5.2.2. Network Interconnection Service

When ordering Network Interconnection Service, the Customer must specify:

The type and quantity of facility required or being provided by the Customer,

The number of trunks desired,

Any DS3 to DS1 Multiplexing required,

If SS7 Signaling is required, the number of Signal Transfer Point (STP) links and ports and in addition, the STP codes, location identifier codes and circuit identifier codes. The Customer shall work cooperatively with the Company to determine the number of SS7 signaling connections required to handle its signaling traffic.

The Percent of Local Signaling Use (PLSU) as set forth in Section 10.2.3.

5.2.3. Miscellaneous Services

Additional Labor shall be ordered with a Service Order or may subsequently be added to a pending order at any time up to and including the service date for the Access Service or Network Interconnection Service. When miscellaneous services are added to a pending order a Service Date Change may be required. When a Service Date Change is required, the Service Date Change Charge as set forth in the Price List will apply. When miscellaneous services are added to a pending order, charges for a Design Change as set forth in the Price List will apply when an Engineering Review is required. If both a Service Date Change and an Engineering Review are required, both the Service Date Change Charge and the Design Change Charge will apply as set forth in 5.4.2.A. and B. following.

The rates and charges for miscellaneous services, as set forth in the Price List of this tariff, will apply in addition to the ordering charges set forth in the Price List and the rates and charges for the Access Service(s) or Network Interconnection Service(s) with which they are associated.

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5. ACCESS/INTERCONNECTION ORDERING

5.2. ORDERING REQUIREMENTS (Cont'd)

5.2.3. Miscellaneous Services (Cont'd)

Additional Engineering is not an ordering option, but will be applied to a Service Order when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will only be required as set forth in Section 13. When it is required the Customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified that Additional Engineering is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the estimated amount by more than ten (10%) percent.

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5. ACCESS/INTERCONNECTION ORDERING

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5. ACCESS/INTERCONNECTION ORDERING

5.4. CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

5.4.1. Service Order Charges

The Service Order charge is applied to all Customer requests for new Access Service or Network Interconnection Service. In addition, the Service Order charge is applicable to Customer requests for additions, changes or rearrangements to existing service with the following exceptions:

The Service Order charge does not apply:

- When a Service Date Change Charge is applicable.
- When a Design Change Charge is applicable.
- To "records only" changes as set forth in A. following.
- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order.
- When an Administrative Change Charge is applicable.
- When a Company initiated network reconfiguration requires a Customer's existing Access Service or Network Interconnection Service to be reconfigured.
- When a service with an ICB rate is converted to a similar service with a non-ICB tariff rate prior to the expiration of the ICB.
- When a Billing Name and Address Service Establishment Charge is applicable.
- For Service Orders relating solely to Network Element-Provided Access Service (NEPAS).

The Service Order charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company pursuant to 5.2.1, preceding and is in addition to other applicable charges as set forth in this and other sections of this tariff.

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5. ACCESS/INTERCONNECTION ORDERING

5.4. CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

5.4.1. Service Order Charges (Cont'd)

A. "Records Only" Changes

Changes which are "records only" changes will be made without charge(s) to the Customer. These changes require the continued provision and billing of the Access Service or Network Interconnection Service to the same entity (i.e., Customer remains responsible for all outstanding indebtedness for the service).

The following are examples of "records only" changes:

- Change of Customer name (i.e., the Customer of record does not change but rather the Customer of record changes its name),
- Change of Customer or Customer's End User premises address when the change of address is not a result of a physical relocation of equipment,
- Change in any of the following billing data items (name, address, contact name or telephone number).
- Change of Customer or Customer's End User contact name or telephone number, and
- Change of PIU, or PLSU.

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5. ACCESS/INTERCONNECTION ORDERING

5.4. CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

5.4.2. Service Order Change Charges

Service Order Changes involve Service Date Changes and Design Changes. The Customer may request a change of its Service Order prior to the service date. The Company will make every effort to accommodate a requested change when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the change cannot be made with the normal work force during normal business hours, the Company will notify the Customer. All charges for a Service Order Change as set forth in the Price List will apply on a per occurrence basis.

Any increase in the number of DLAS or Network Interconnection Service trunks will be treated as a new Service Order (for the increased amount only).

A. Service Date Change

The Customer may request a change of service date on a pending Service Order prior to the service date. A change of service date is a change of the scheduled service date by the Customer to either an earlier date or a later date that does not exceed thirty (30) calendar days from the original service date.

If the Company determines that the Customer's request can be accommodated without delaying the service dates for orders of other Customers, the service date will be changed and the Service Date Change Charge, as set forth in the Price List, will be applied to the order.

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5.4. CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

5.4.2. Service Order Change Charges (Cont'd)

A. Service Date Change (Cont'd)

If the service date is changed to an earlier date, and the Company determines additional labor is necessary to meet the earlier service date requested by the Customer, the Customer will be notified by the Company that Additional Labor charges as set forth in Section 13.3, apply. Such charges will apply in addition to the Service Date Change Charge.

If the requested service date exceeds thirty (30) calendar days following the original service date, and the Company determines that the Customer's request can be accommodated, the Company will cancel the original order and apply the cancellation charges as set forth in 5.5.1, following. A new Service Order with a new service date will be issued. The Service Date Change Charge will not apply, however, the Service Order Charge will apply to the new order.

If the service date is changed due to a Design Change as set forth in B. following, the Service Date Change Charge will apply.

5. ACCESS/INTERCONNECTION ORDERING

5.4. CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

5.4.2. Service Order Change Charges (Cont'd)

B. Design Change

The Customer may request a Design Change to the service ordered prior to the requested service date. A Design Change is any change to a Service Order that requires Engineering Review. An Engineering Review is a review by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the Customer.

Design Changes do not include a change of Customer Premises, Point of Interconnection or First Point of Switching. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Company will review the requested change, notify the Customer whether the change is a Design Change, if the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the Design Change, a Design Change Charge as set forth in the Price List will apply in addition to the charge for Additional Engineering as set forth in the Price List. If a change in service date is required, the Service Date Change Charge set forth in the Price List will also apply. The Service Order charge does not apply in this instance.

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5. ACCESS/INTERCONNECTION ORDERING

5.4. CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

5.4.3. Administrative Change Charges

An Administrative Change Charge, as set forth in the Price List applies for the following Customer initiated changes:

- Change of circuit identification
- Change of billing account information other than those billing data changes identified as "Record Only" in 5.4.1.A, preceding.

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5. ACCESS/INTERCONNECTION ORDERING

5.5. CANCELLATIONS

5.5.1. Cancellation of a Service Order

- A. A Customer may cancel a Service Order for the installation of service on any date prior to the Service Date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days.

If a Customer or a Customer's End User is unable to accept service within thirty (30) calendar days after the original Service Date, the Customer has the choice of the following options:

-The Service Order shall be canceled and charges set forth in 5.5.1.B, following will apply or,

-Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the Customer, shall be the 31st day beyond the original Service Date of the Service Order.

- B. A critical date schedule is established by the Company for each Service Order placed by the Customer. The Company uses this schedule to identify key activities in the order process, to monitor the progress of the installation and to administer the schedule of cancellation charges. Critical date schedules may vary between orders.

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5.5. CANCELLATIONS (Cont'd)

5.5.1. Cancellation of a Service Order (Cont'd)

B. (Cont'd)

The critical dates monitored by the Company are:

- Application Date (APP): The date on which the Customer provides a firm commitment and sufficient information to the Company to proceed with issuance of a firm order for service.
- Scheduled Issue Date (SID): The date on which the Service Order is entered into the Company's service order distribution system.
- Design Layout Report Date (DLRD): The date the Design Layout Report is to be forwarded to the Customer.
- Records Issue Date (RID): The date on which all circuit design and assignment information is sent to the central office installation force.
- Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is completed, all plug-ins are optioned and aligned, and frame continuity is established.
- Plant Test Date (PTD): The date on which overall testing of the service is to be completed.
- Service Date (DD): The date established for completion of the service installation. This date is also known as the due date.

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5.5. CANCELLATIONS (Cont'd)

5.5.1. Cancellation of a Service Order (Cont'd)

B. (Cont'd)

The amount of the total provisioning completed by the Company at a particular critical date varies by the service involved as shown following:

<u>SERVICE</u>	<u>APP</u>	<u>SID</u>	<u>DLRD</u>	<u>RID</u>	<u>WOT</u>	<u>PTD</u>	<u>DD</u>
DLAS (Direct Connect Transport)	0%	7%	18%	32%	100%	100%	100%
Network Interconnection Service	0%	7%	18%	32%	100%	100%	100%

If a Service Order is canceled by the Customer prior to the SID, no charge applies. For cancellations by the Customer on or after that date, a cancellation charge will apply. The amount of the cancellation charge will vary according to the service ordered and the date reached in the critical date schedule.

Cancellation charges are based on the amount of provisioning completed at the time of the request to cancel and are determined by multiplying the nonrecurring charges applicable to the canceled service(s) by the appropriate percentage from the table listed above (e.g., an order for DLAS Direct Connect Transport canceled after the RID date but prior to the WOT date would be subject to a cancellation charge equal to 32% of the applicable nonrecurring charges for the service(s) canceled).

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5.5. CANCELLATIONS (Cont'd)

5.5.1. Cancellation of a Service Order (Cont'd)

- C. When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- D. If the Company misses a Service Date by more than thirty (30) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to Acts of God, governmental requirements, work stoppages or civil commotions), the Customer may cancel the order without incurring cancellation charges.
- E. If the Customer changes the Service Date of an order, as set forth in 5.4.2.A, preceding, the critical date schedule for the order will be revised for those critical dates not yet passed. Subsequent cancellation of the order will cause a cancellation charge to be incurred, based on the revised schedule.

5.5.2. Partial Cancellation Charge

Any decrease in the number of ordered DLAS Direct Connect Transport or NIS trunks will be treated as a partial cancellation and charges will be determined as set forth in 5.5.1.B, preceding.

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10. NETWORK INTERCONNECTION SERVICES

10.1. GENERAL

The Network Interconnection Services (NIS) available under this tariff consist of Physical Network Interconnection Arrangements.

NIS is available only in connection with the termination of Local Traffic to End Users to whom the Company is able to terminate Calls using Access Services as provided elsewhere in this tariff. NIS is only available to Customers who are Facility-Based Certified Local Exchange Carriers (CLEC), authorized by the Arizona Corporation Commission or TRA to provide Local Exchange Service in Arizona. The Company shall not be obligated to provide NIS to Customers that do not offer services comparable to NIS to the Company for the termination of Local Traffic originated by the Company. A CLEC providing Local Exchange Service using one or more unbundled network elements provided by another Carrier shall be deemed to be facility-based.

NIS availability is as set forth in Section 16.

10.1.1. REGULATIONS

The provisions of Section 2 and Section 5 of this tariff shall apply to NIS unless otherwise specifically provided herein.

A. Service Rearrangements

Service rearrangements are as described in Section 2.4.1.C.2. All NIS rearrangements, except the "records only" changes set forth in Section 5.4.1.A., and the administrative changes set forth in Section 5.4.3, will be treated as disconnects and starts.

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10. NETWORK INTERCONNECTION SERVICES

10.2. PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS

Physical Network Interconnection Arrangements provide the necessary facilities, equipment and connections to allow a Customer to terminate Local Traffic on the Company's network. Physical Network Interconnection Arrangements are not available in connection with termination of Local Traffic to NEPS End Offices.

10.2.1. OBLIGATIONS OF THE COMPANY AND THE CUSTOMER

The Company and the Customer are each individually responsible for the installation, operation, and maintenance of the equipment and facilities on their own respective networks. The Company and the Customer will perform functions for each other which are reasonably necessary to engineer, install, maintain, and administer the facilities subject to this arrangement.

Except as may otherwise be agreed by the Company and the Customer, each party is responsible for the provisioning of the facilities within its own network up to the Point of Interconnection (POI) as set forth in 10.2.2. following.

The Customer and the Company shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the exchange.

The Customer and the Company will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.

10.2.2. ESTABLISHING POINTS OF INTERCONNECTION

The Company shall designate Points of Interconnection ("POI") at the Company's End Office, and at any other reasonable point on the Company's network. The Company and the Customer may establish a POI at other points by mutual agreement.

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10.2. PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

10.2.2. ESTABLISHING POINTS OF INTERCONNECTION (Cont'd)

The Customer is responsible for providing its own DS1 or DS3 facilities to route calls to the POI. Each party shall bear its own costs related to the provisioning and installation of its facilities. After installation of any facility, only Company personnel will be permitted access to the Company side of the POI for maintenance or any other purpose.

Subject to mutual agreement between the Customer and the Company, a Customer may terminate traffic on the Company's network in one of two ways: 1) separate trunk groups for Local Traffic and non-Local Traffic; or 2) on combined trunk groups.

The Customer will compensate the Company for terminating Local Traffic that the Customer delivers at the POI for termination on the Company's network in accordance with the Interconnection Agreement between the Company and the Customer.

A. DS1 Port Terminations

The Company provides for the connection of a Customer's DS1 or DS3 facility at the POI, pursuant to charges set forth in the Price List.

1. DS1 Facility

Provided that facilities are available, at the Customer's option, dedicated DS1 facilities may be provided by the Company for termination at the Company's POI. These facilities transmit electrical signals at 1.544 Mbps with the capability to channelize up to 24 voice frequency transmission paths.

2. DS3 Facility

Upon request, the Company will provide for an arrangement that converts a DS3 channel operating at a terminating speed of 44.736 to 28 DS1 channels operating at a terminating speed of 1.544 Mbps using digital time compression multiplexing pursuant to charges set forth in the Price List. When the Customer elects to connect its DS3 facility via Company provided multiplexing, in addition to the multiplexing charges the Customer will also pay the charges for 28 DS1 Port Terminations.

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10.2. PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

10.2.2. ESTABLISHING POINTS OF INTERCONNECTION (Cont'd)

A. DS1 Port Terminations (Cont'd)

3. 64 Clear Channel Capability

The Company, where available and at the Customer's request, will arrange the channels derived from a DS1 facility for 64 Clear Channel Capability pursuant to charges set forth in the Price List. This optional feature employs the Bipolar 8 Zero Suppression (B8ZS) technique to permit Customers to use the full 64 Kbps bandwidth of a derived channel.

10.2.3. SS7 Interconnection

When the Customer uses SS7 signaling to set up calls pursuant to this tariff, the Customer shall provide if available, Calling Party Number (CPN) within the SS7 signaling message. If it is technically infeasible for the Customer to use SS7, the Customer shall use multi-frequency (MF) signaling. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

Access to SS7 provides service offerings to requesting facilities-based carriers/providers seeking access to the Company's Common Channel Signaling (CCS) network including access to signaling ports and links providing a number of access arrangements for use by facilities-based carriers/providers using their own switching facilities.

The AT&T CCS network is a digital data network that carries signaling information and interfaces with the voice/data network. The network uses the SS7 protocol, a protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI) for signaling functions such as routing, establishing connections and other services. Agreements may be required for passing optional pieces of the SS7 protocol.

The AT&T Signaling Access Service provides access to the AT&T CCS network. Access to the network is provided by subscribing to a STP Link Termination, STP Link Transport and a dedicated Signal Transfer Point (STP) port for facilities-based carriers/providers with their own STPs and/or Signal Switching Points (SSPS).

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10. NETWORK INTERCONNECTION SERVICES

10.2. PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

10.2.3. SS7 Interconnection (Cont'd)

A Customer has the option of connecting to the Company's SS7 network either:

- A. On a shared use link and port. If a Customer chooses to connect to the Company's SS7 network using shared link(s) and port(s), the Company shall provide such link(s) and port(s) and the Customer will pay the full charges unless the Company agrees to prorating the charges based upon Percent Signaling Usage (PSU).
- B. The Customer and the Company agree on another signaling interconnection arrangement on an individual case basis.

Application of Charges - The rates that apply for AT&T Signaling Access Service depend upon whether the facilities-based carrier interconnects with the signaling network at the Company's STP from its own SP/SSPs.

- A. For the facilities based carrier, there are recurring, usage and nonrecurring charges that apply. Recurring and nonrecurring charges apply for each Link Termination and Port that is established on a STP. Usage charges apply for the formulation, transport and switching of ISDN User Part (ISUP) or Transaction Capabilities Application Part (TCAP) messages throughout the network.
- B. Nonrecurring charges apply to the facilities-based carrier for the establishment or disconnection of Originating Point Codes (OPC). An OPC installation charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. An OPC disconnection charge applies for each OPC removed. The OPC charge applies on a per service basis.

10. NETWORK INTERCONNECTION SERVICES

10.2. PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

10.2.3. SS7 Interconnection (Cont'd)

1. Signal Formulation - An ISUP Signal Formulation usage charge will be assessed to the facilities-based Carrier/provider for each Initial Address Message (IAM) that is formulated at the Company's End or Tandem office for the termination of traffic into the Company's network or when the Company's End Office or Tandem is used for the termination of traffic into the facilities-based carrier's network or another facilities-based carrier's network. A TCAP Signal Formulation usage charge will be assessed to the facilities-based carrier for each TCAP message that is formulated to the Company's end office for the termination of signaling associated messages.

An ISUP Signal Formulation usage charge will be assessed to the facilities-based carrier/provider for each IAM message that is formulated at the Company's switch/tandem for the origination or termination of service to or from a carrier's switch.

2. Signal Transport - An ISUP Signal Transport usage charge will be assessed to the facilities-based carrier/provider for each IAM message that is transported to the Company's end office for the termination or origination of direct or tandem routed traffic. A TCAP Signal Transport usage charge will be assessed to the facilities-based carrier for each TCAP message that is transported to the Company's end office for the termination of signaling associated messages.
3. Signal Switching - An ISUP Signal Switching usage charge will be assessed to the facilities-based carrier/Provider for each IAM that is switched at the STP for the termination of direct or tandem routed traffic to the Company's end office or for the origination of direct or tandem routed traffic within the facilities-based carrier's network or to another carrier's network. An ISUP Signal Switching usage charge will be assessed for each IAM that is switched at the local STP for the origination of traffic. An ISUP Signal Switching usage charge will be assessed to the facilities-based carrier's/provider for each IAM that is switched at the STP for the termination of traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the STP for the origination of signaling associated messages.

The application of these rates is set forth in the Price List.

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10. NETWORK INTERCONNECTION SERVICES

10.2. PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

10.2.4. Charges

The charges applicable to Physical Network Interconnection Arrangements are set forth in the Price List.

10.2.5. Collocation

Nothing in this tariff shall obligate the Company to provide physical collocation services to the Customer. Collocation arrangements, if any, will be made subject to availability and on an Individual Case Basis.

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11. RESERVED FOR FUTURE USE

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12. RESERVED FOR FUTURE USE

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.1 GENERAL

A Service Order Charge as set forth in Section 5.4.1 may be applicable to services ordered from this section.

13.2 ADDITIONAL ENGINEERING

Additional Engineering, including engineering reviews as set forth in Section 5.4.2, will be undertaken only after the Company has notified the Customer that the Additional Engineering charges set forth in the Price List will apply, and the Customer agrees to such charges.

Additional Engineering will be provided by the Company at the request of the Customer only when:

A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Record (DLR) as set forth in Section 2.1.13.

A Customer requested Design Change requires the expenditure of additional engineering time. Such additional engineering time is incurred by the Company for the engineering review set forth in Section 5.4.2. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required, will apply whether or not the Customer authorizes the Company to proceed with the Design Change.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.3. ADDITIONAL LABOR

Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth in 13.3.1. through 13.3.5, following. The Company will notify the Customer that the Additional Labor charges set forth in the Price List will apply before any additional labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four (4) hours.

13.3.1. Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

13.3.2. Overtime Repair

Overtime repair is that Company repair effort performed outside of normally scheduled working hours.

13.3.3. Standby

Standby includes all time in excess of one-half (1/2) hour during which Company personnel standby to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given service.

13.3.4. Testing and Maintenance with Other Companies

Additional testing, maintenance or repair of facilities that connect other companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

13.3.5. Other Labor

Other labor is that additional labor not included in 13.3.1. through 13.3.4. preceding and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this tariff.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 Miscellaneous Services

13.4.1. Reserved For Future Use

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 Miscellaneous Services (Cont'd)

13.4.2 Billing Name and Address Service

A. General Description

1. Billing Name and Address (BNA) Service is the provision by the Company to an intrastate service provider who is a Customer of the Company of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company. An intrastate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of intrastate telecommunications services.
2. BNA Service is provided only for the purposes of allowing Customers to bill their end users for telephone services provided by the Customer, order entry and Customer service information, fraud prevention, identification of end users who have moved to a new address, any purpose associated with equal access requirement, and information associated with collect calls and third party calls.

BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.

3. BNA information associated with listed/published telephone numbers will be provided. For calling card calls and collect and third party billed calls, the Company's BNA Service is not available with respect to accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

B. Undertaking of the Company

1. Standard formats for the receipt of BNA requests and the provision of BNA information will be established by the Company.
2. Upon written or verbal request from an authorized individual of the Customer the Company will provide BNA information. A request for information on up to 50 telephone numbers per request can be faxed to AT&T. A request for information on over 50 telephone numbers per request must be mailed to AT&T. A Customer may not request a total of more than 200 telephone numbers by manual (fax and/or mail) requests per month. The standard response to such requests will be via facsimile or other negotiated mediums, such as Direct:Connect or tape.

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13.4 Miscellaneous Services (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

B. Undertaking of the Company (Cont'd)

3. Upon receipt of a magnetic tape or electronic feed of BNA requests from the Customer, the Company will, where technically feasible, enter the BNA information on the Customer's magnetic tape or data file. The standard response for magnetic tape requests will be via magnetic tape. The standard response for an electronic BNA request will be via electronic feed.
4. Non-standard methods of receiving and providing the data may be negotiated and will be provided by the Company, where available, subject to the charges set forth in the Price List.
5. The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.
6. The Company will not disclose BNA information to parties other than intrastate service providers and their authorized billing agents. BNA disclosure is limited to those purposes as defined in 13.4.2.A.2. preceding.
7. The Company reserves the right to request from an intrastate service provider who has placed an order for BNA Service, the source data upon which the interexchange carrier has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in 13.4.2.A.2. preceding. The Company will not process the order until such time as the intrastate service provider supplies the requested data.

C. Obligations of the Customer

1. Each request for BNA information must identify both the Customer's authorized representative and the address to which the information is to be sent.
2. A Customer which intends to submit recorded messages via magnetic tape or electronic feed must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 Miscellaneous Services (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

C. Obligations of the Customer

3. The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in 13.4.2.A.2, preceding.
4. The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records it assembles through the use of BNA Service.
5. Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the Customer provides the requested data.
6. The Customer may designate an authorized individual or agent to request BNA information from the Company. However, the Company will only accept BNA requests made by the Customer through a single designated source. Identification by the Customer of an authorized individual or agent must be provided to the Company in writing.
7. The Customer or its authorized agent is required to provide the Access Customer Name Abbreviation (ACNA) and Carrier Identification Code (CIC) of the Carrier purchasing BNA Service. If the Customer does not have the ACNA and CIC, the Operating Company Number (OCN) should be provided.

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13.4 Miscellaneous Services (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

D. Rate Regulations

1. A Service Establishment charge applies for the initial establishment of BNA Service for a Customer.
2. A Manual-BNA Request Charge applies in connection with written (fax and/or mail) requests for BNA information. The charge applies for each telephone number for which BNA information is requested.
3. A Mechanized-BNA Request Charge applies in connection with requests for BNA information received via magnetic tape or electronic feed. The charge applies for each telephone number for which BNA information is requested.
4. The Company will bill the Customer in accordance with 2. and 3. preceding regardless of whether or not the Company was able to provide BNA information for all requests.
5. Customer requests for BNA information that are non-standard are subject to Non-Standard-BNA Request Charges and Manual or Mechanized-BNA Request Charges as appropriate for the type of request. The additional Non-Standard-BNA Request Charge applies per BNA record requested. Additional Programming and Company-Provided Magnetic Tape Charges will also apply, if required to meet the Customer's request.
6. Where the details of BNA request are insufficient to determine jurisdiction, the rates set forth in AT&T's Business Services Guide will apply.
7. The rates for BNA Service are set forth in the Price List.

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13.4. MISCELLANEOUS SERVICES (Cont'd)

13.4.3 Maintenance of Service

- A. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a Maintenance of Service charge. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- B. The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the Customer Premises or to a Point of Interconnection in connection with Network Interconnection Services, and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Company.
- C. In either A. or B. preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

The rates for Maintenance of Service are the same as the rates set forth in the Price List for Testing and Maintenance with Other Companies as described in 13.3.4.

13.4.4. Toll Free (8YY) Data Base Service

Toll Free (8YY) Data Base Service is an originating offering, which provides a carrier identification function for numbers using Toll Free Service Access Codes (SACs). When a Toll Free Service number is originated by an End User, the Company will query the appropriate data base to perform the carrier identification function. For this service a Carrier Identification Charge as set forth in the Price List will apply.

A. 8YY to POTS Translation Optional Feature

The 8YY to POTS Translation Optional Feature allows End Users to designate a 10 digit POTS telephone number to be translated from a specific 8YY number to be delivered to the End User's premises. If the 8YY to POTS Translation Optional Feature is ordered, the End User will be unable to determine that such calls originated as 8YY dialed calls unless the Customer also orders the Automatic Number Identification (ANI) optional feature. For this feature an 8YY to POTS Number Translation Charge as set forth in the Price List will apply.

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13.4. MISCELLANEOUS SERVICES (Cont'd)

13.4.4. Toll Free (8YY) Data Base Service (Cont'd)

B. Call Handling and Destination Feature

The Call Handling and Destination Feature is available to 8YY Data Base Service End Users on an optional basis. This feature allows for the End User to create call processing logic for 8YY dialed calls. In this manner the 8YY Data Base Service can be customized to meet individual requirements. The feature may be used in combination with one or more routing options based upon End User specification and technical switch limitations.

The End User may segment the 8YY calls based on the following options to choose different terminating destinations and/or multiple carriers:

- Specific telephone number of the calling party
- Time of day
- Day of week
- Specific days of the year (e.g. December 25)
- Percentage of traffic (in one percent increments)

The availability of the Call Handling and Destination Feature based on specific telephone number of the calling party is subject to the Company's ability to obtain full 10-digit ANI of the calling party. For the Call Handling and Destination Feature a charge as set forth in the Price List will apply.

Toll Free (8YY) Data Base Service is provided subject to technical capability and successful completion of application testing.

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13.4. MISCELLANEOUS SERVICES (Cont'd)

13.4.5. (Reserved For Future Use)

13.4.6. (Reserved For Future Use)

13.4.7. Provision of Access/Network Interconnection Service Billing
Information

A. The Customer, upon request, has the option of receiving its primary monthly Access or Network Interconnection Service bill and Customer Service Record (CSR) in one of the following standard medium, at no charge:

1. Paper
 - Detailed paper bill
2. Bill Data Record
 - Magnetic Tape
 - Electronic Data Transmission

B. In addition to the Customer's primary monthly Access or Network Interconnection Service bill, the Customer will be provided, upon request, an abbreviated paper bill, at no additional charge.

C. At the option of the Customer, and for an additional charge as set forth in the Price List:

1. Additional hard copies of the monthly Access or Network Interconnection Service bill or service and features record may be provided on paper.
2. Additional Bill Data Record information may be provided on magnetic tape.
3. Additional Bill Data Record information may be transmitted to the Customer by electronic data transmission.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4. MISCELLANEOUS SERVICES (Cont'd)

13.4.7. Provision of Access/Network Interconnection Service Billing Information

D. The rules and regulations concerning payment arrangements and credit allowances described in Section 2.4. applies to all primary monthly Access or Network Interconnection Service bills, regardless of the chosen bill medium.

E. Upon acceptance by the Company of a request for a change in the existing medium of the primary monthly Access or Network Interconnection Service bill data (e.g., paper to magnetic tape, magnetic tape to paper, or any of the previous two to electronic data transmission), and for an additional electronic data transmission, the Company, in cooperation with the Customer, will determine the interval required to implement the transmission of such material on an individual request basis.

The Customer requesting electronic data transmission shall be responsible for providing a data transmission system compatible with the Company transmission facilities.

F. Regulations regarding electronic data transmission failure will apply as follows:

1. In the event of transmission failure resulting from Company error, the Company will re-send a bill by electronic data transmission at no charge to the Customer. The bill payment due date will be negotiated between Company and Customer for this bill.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4. MISCELLANEOUS SERVICES (Cont'd)

13.4.7. Provision of Access/Network Interconnection Service Billing
Information (Cont'd)

F. (Cont'd)

2. In the event of transmission failure resulting from failure of the Customer's transmission line or other Customer error, the Company will re-send a bill by electronic data transmission at the same rates and charges as a request for an additional copy of the bill as set forth in the Price List.
3. In the event that there are problems or disputes regarding receipt of the data transmission other than those outlined in (1) and (2) preceding, the Company will forward a duplicate bill on magnetic tape via overnight delivery. After investigation, if (2) preceding applies, the same rates and charges as a request for an additional copy of the bill will apply as set forth in the Price List.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.1. GENERAL

AT&T Digital Link Access Service (DLAS) provides switched access, (1) on an originating basis only for Toll Free (8YY) Service Calls from, and (2) for other Calls, on a terminating basis only to, the Premises of an End User which is obtaining the AT&T Digital Link Service offering (DLS End User) under the Company's Local Exchange Service Tariff. DLAS is provided via common switching and switched transport facilities, and utilizes dedicated digital facilities associated with AT&T Digital Link Service to connect the DLS End Office to the DLS End User's Premises.

DLAS availability is as set forth in Section 16. DLAS is provided on a terminating basis solely to the Premises of DLS End Users who purchase inward calling capabilities as part of an AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service Tariff. DLAS is provided on an originating basis for Toll Free (8YY) Service Calls solely where AT&T has made arrangements for such Calls to receive appropriate data base query functionality and routing. The application of rates for DLAS is as set forth in 15.3.1, following.

15.1.1. Service Description

At the option of the Customer, DLAS may be provisioned one of two ways: (1) via Company-provided trunks between a DLS End Office and the Access Tandem(s) serving such DLS End Office; or (2) on an ICB basis via direct trunks from the Customer Premises to the DLS End Office, as set forth in 15.2.1.A. following. The provisioning method specified in (1) employs the use of a Meet Point Billing arrangement, as described in Section 2.4.8., under which the Customer must obtain Access Tandem and transport facilities from another service provider to connect the Customer's Serving Wire Center to the Company-provided trunks at the Access Tandem. The DLS End Office and the Access Tandem(s) from which each is served are identified in Section 16.3.3.

DLAS may only be used to access valid NXXs, as set forth in Section 16, and/or telephone numbers served by the DLS End Office.

Each DLAS transmission path is provided with standard transmission specifications. The standard specifications applicable to DLAS are as set forth in Technical Reference GR-334-CORE.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.2. DLAS RATE CATEGORIES

The two rate categories that apply to DLAS are Switched Transport (described in 15.2.1. following) and the Switching Charge (described in 15.2.2. following).

15.2.1. Switched Transport

Switched Transport is composed of two further rate categories, Direct Connect Transport and Tandem-Switched Transport.

A. Direct Connect Transport

Direct Connect Transport is a rate category which provides for the direct connection of a Customer Premises to a DLS End Office. The technical arrangements (including signaling) and rates associated with DLAS Direct Connect Transport will be negotiated on an ICB basis and listed in 15.4 following.

DLAS Direct Connect Transport is furnished in quantities of 24 trunks and must be ordered by the Customer as set forth in Section 5.2.1.

B. Tandem-Switched Transport

Tandem-Switched Transport is a rate category based on a Meet Point Billing arrangement under which transmission facilities are switched through an Access Tandem between the Customer's Serving Wire Center and a DLS End Office. DLAS Tandem-Switched Transport is also available between an Access Tandem and the applicable DLS End Office when the Customer elects to use direct transport between its Serving Wire Center and such Access Tandem, in which case the mileage for the Tandem-Switched Transport Facility rate element is measured differently as set forth in Section 15.3.5 for purposes of determining the Meet Point Billing charges.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.2. DLAS RATE CATEGORIES (Cont'd)

B. Tandem-Switched Transport (Cont'd)

Tandem-Switched Transport is composed of the following usage sensitive rate elements:

-The Tandem-Switched Transport Termination rate element, which includes the non-distance sensitive portion of the Tandem-Switched Transport, and

-The Tandem-Switched Transport Facility rate element, which includes the distance sensitive portion of the Tandem-Switched Transport.

Any Access Tandem switching charges will also apply as set forth in the tariff of the company providing the Access Tandem.

DLAS Tandem-Switched Transport includes the necessary signaling between the Access Tandem and the served DLS End Office. Accordingly, no signaling arrangements are required with the Company for Customers who utilize DLAS Tandem-Switched Transport.

The rates and charges applicable to Tandem-Switched Transport are listed in the Price List. Application of those rates and charges is as set forth in 15.3.1.B. following and in Section 2.4.8.

15.2.2. Switching Charge

A. Originating Switching Charge

The Originating Switching Charge rate category provides the switching and DLS End User origination functions necessary to originate DLAS Calls from a DLS End User to a Customer.

The rates for the Originating Switching Charge are set forth in the Price List. The application of these rates is as set forth in 15.3.1.C. following.

B. Terminating Switching Charge

The Terminating Switching Charge rate category provides the switching and DLS End User termination functions necessary to complete the transmission of DLAS Calls to the Premises of the DLS End User and to originate Toll Free (8YY) Calls from a DLS End User to a Customer.

The rates for the Terminating Switching Charge are set forth in the Price List. The application of these rates is as set forth in 15.3.1.C. following.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.3. DLAS RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply to DLAS.

15.3.1. Application of Rates and Charges

A. Direct Connect Transport

The application of rates and charges for DLAS Direct Connect Transport is set forth in 15.4, following.

B. Tandem-Switched Transport

Tandem-Switched Transport rates are usage sensitive. The rate application for the Tandem-Switched Transport rate element is described below.

1. Tandem-Switched Transport Termination Rate

The Tandem-Switched Transport Termination rate is assessed to all Access Minutes that are transported over DLAS Tandem-Switched Transport. However, because the Company provides only the DLS End Office termination on the Tandem-Switched Transport facility, the rate set forth in the Price List for Tandem-Switched Transport Termination is divided in half prior to its application.

2. Tandem-Switched Facility Rate

The Tandem Switched Transport Facility rate is assessed on a per minute per mile basis to all Access Minutes that are transported over DLAS Tandem-Switched Transport. Tandem-Switched Facility mileages and charges are determined as set forth in 15.3.5. following.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.3. DLAS RATE REGULATIONS (Cont'd)

15.3.1. Application of Rates and Charges (Cont'd)

C. Switching Charge

The Switching Charge applies to all Access Minutes switched at a DLS End Office.

15.3.2. Minimum Periods

The minimum periods for DLAS are as set forth in Section 2.4.3. except for any exceptions noted for Direct Connect Transport in 15.4, following.

15.3.3. Service Rearrangements

Service rearrangements are as described in Section 2.4.1.C.2. All DLAS rearrangements, except the "records only" changes set forth in Section 5.4.1.A., and the administrative changes set forth in Section 5.4.3, will be treated as disconnects and starts.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.3. DLAS RATE REGULATIONS (Cont'd)

15.3.4. Measuring Access Minutes

DLAS Calls will be measured to determine the basis for computing chargeable Access Minutes. In the event the Customer call detail is not available because of lost or damaged tapes or recording system outages, the Company will estimate the volume of lost Customer Access Minutes based on previously known values.

The measured minutes for DLAS Calls are the chargeable Access Minutes.

DLAS minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each DLS End Office, and are then rounded up to the nearest Access Minute for each such End Office.

A. DLAS Usage Measurement

The measurement of Access Minutes for DLAS begins when the recording switch receives answer supervision from the DLS End User, indicating the DLS End User has answered. The measurement of Access Minutes ends when the recording switch receives disconnect supervision from either the DLS End User, indicating the DLS End User has disconnected, or the Customer's Point of Termination, whichever is recognized first by the recording switch.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.3. DLAS RATE REGULATIONS (Cont'd)

15.3.5. Mileage Measurement

The mileage to be used to determine Tandem-Switched Transport Facility mileage charges is calculated as set forth in A. and B. following.

- A. When Tandem-Switched Transport is utilized by the Customer between the Customer's Serving Wire Center and the DLS End Office, the Tandem-Switched Transport Facility mileage is measured between the Customer's Serving Wire Center and the DLS End Office.
- B. When direct transport is utilized by the Customer between the Customer's Serving Wire Center and the Access Tandem serving the DLS End Office, the Tandem-Switched Transport Facility mileage is measured between such Access Tandem and DLS End Office.

To determine the charge to be billed, first compute the mileage using the V&H coordinate method as set forth in Section 16.2. If the calculation results in a fraction of a mile, always round up to the next whole mile. Multiply the rounded mileage by (1) the Tandem-Switched Transport Facility rate, (2) the Access Minutes to be billed and (3) the applicable Meet Point Billing Percentage determined as set forth in Section 16.4.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.4. DLAS Direct Connect Transport - ICB Arrangements

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16. SERVICE AVAILABILITY AND RATING INFORMATION

16.1. GENERAL

This section contains service availability and rating information applicable to the Access Services and Network Interconnection Services offered under this tariff and is arranged as follows:

Section 16.2. V&H Coordinate Method of Determining Airline Mileage

Section 16.3. Service Availability and Wire Center Information

Section 16.4. Meet Point Billing Information

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16. SERVICE AVAILABILITY AND RATING INFORMATION

16.2. V&H COORDINATE METHOD OF DETERMINING AIRLINE MILEAGE

For Access Services and Network Interconnection Services provided under this tariff, the airline mileage between any two wire centers is determined as follows:

1. Obtain the "V" and "H" coordinates for each wire center from the NECA Tariff F.C.C. No. 4.
2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7. Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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16. SERVICE AVAILABILITY AND RATING INFORMATION

16.3. SERVICE AVAILABILITY AND WIRE CENTER INFORMATION

16.3.1. (Reserved For Future Use)

16.3.2. Access Services Availability - Level B

Billing Name and Address Service (Section 13.4.2.) shall be offered at the locations listed below:

Areas within Arizona served by U S WEST Communications.

16.3.3. AT&T Digital Link Access Service

The availability (NXXs) and wire center information for AT&T Digital Link Access Service (DLAS) is as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

16.3.4. Network Interconnection Services

The availability and wire center information for Network Interconnection Services is the same as is set forth for AT&T Digital Link Access Service in 16.3.3, preceding.

16.3.5. Network Element-Provided Access Service

The availability for Network Element-Provided Access Service (NEPAS) is as follows:

Not available in Arizona.

16.4. Meet Point Billing Information

The applicable billing percentage factors for Access Services that are provided by more than one telephone company are as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

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1. GENERAL

This section contains the rates applicable to the Access Services and Network Interconnection Services offered in this tariff. The regulations applicable to these services are found in other sections of this tariff as follows:

<u>Rate Section</u>	<u>Service</u>	<u>Regulations Located In</u>
3	Reserved For Future Use	
4	Reserved For Future Use	
5	Access/Interconnection Ordering	Section 5
6	Reserved For Future Use	
7	Reserved For Future Use	
8	Reserved For Future Use	
9	Reserved For Future Use	
10	Network Interconnection Services	Section 10
11	Reserved For Future Use	
12	Reserved For Future Use	
13	Additional Engineering, Labor and Miscellaneous Services	Section 13
14	Reserved For Future Use	
15	AT&T Digital Link Access Service	Section 15

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2. Payments of Rates and Charges; Reciprocal Pricing

The regulations regarding the payment of rates and charges are set forth in Section 2.4 (Payment Arrangements and Credit Allowances).

Notwithstanding any other provision of this tariff, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to the Company within Arizona, during any billing period, in the event that any of the applicable rates and charges set forth in this Price List are lower than comparable rates and charges in effect as of the last day prior to such billing period ("Customer Prices") offered or charged by the Customer or such Affiliate to the Company anywhere within Arizona for services comparable to the services provided under this tariff, then, for such Customer, such rates and charges in this Price List may be increased by the Company to an amount equal to such Customer Prices.

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5. ACCESS/INTERCONNECTION ORDERING

5.1. Service Order Charge

	<u>USOC</u>	<u>Rate</u>
per Order for Access Service	NRWAO	\$13.00
per Order for NIS	NRWN1	\$13.00

5.2 Administrative Change Charge

	<u>USOC</u>	<u>Rate</u>
per Change	NRWCV	\$13.00

5.3. Service Date Change Charge

	<u>USOC</u>	<u>Rate</u>
per Order	NRWSV	\$13.00

5.4. Design Change Charge

	<u>USOC</u>	<u>Rate</u>
per Order	NRODC	\$13.00

If a change of service date is required, the Service Date Change Charge set forth in 5.3, preceding will also apply.

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10. NETWORK INTERCONNECTION SERVICES

10.1. Physical Network Interconnection Arrangements

A. DS1 MONTHLY RATES

	<u>USOC</u>	<u>Rate</u>
DS1 Facility-Zero Mileage - per DS1	SWCDZ	NONE
DS1 Facility-Other than Zero Mileage - per DS1	SWCDF	\$36.00
- per mile	SWCMF	\$1.75
DS1 Port Termination - per port (first 28)	SWCZ1	\$36.00
- per port (29-56)	SWCZ2	\$33.00
- per port (57-84)	SWCZ3	\$26.00
- per port (85-112)	SWCZ4	\$21.00
- per port (113-140)	SWCZ5	\$17.00
- per port (141-168)	SWCZ6	\$13.00
- per port (169 and above)	SWCZ7	\$12.00
DS3 to DS1 Multiplexing - per multiplexer	VUMDS	\$196.85

B. DS1 NONRECURRING RATES

	<u>USOC</u>	<u>Rate</u>
DS1 Facility-Zero Mileage - per facility	NRWD2	\$204.64
DS1 Facility-Other than Zero Mileage - per facility	NRWD3	\$204.64
DS1 Port Terminations - per port (first 168)	NRWZ1	\$267.00
- per port (169-300)	NRWZ2	\$175.00
- per port (301-500)	NRWZ3	\$125.00
- per port (501-750)	NRWZ4	\$ 75.00
- per port (751-1000)	NRWZ5	\$ 50.00
- per port (1001 and above)	NRWZ6	\$ 25.00

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10. NETWORK INTERCONNECTION SERVICES (Cont'd)

10.1. Physical Network Interconnection Arrangements (Cont'd)

B. DS1 NONRECURRING RATES (Cont'd)

Installation Charges		
- per 24 trunks	NRWTK	\$493.00
Engineering Charge		
- per DS1 Trunk Group	NRWE3	ICB
DS3 to DS1 Multiplexing		
- per multiplexer	NRWD1	\$394.50

C. 64 CLEAR CHANNEL CAPABILITY

	<u>USOC</u>	<u>Monthly Rate</u>	<u>USOC</u>	<u>Nonrecurring Rate</u>
Per DS1 arranged, per mile	S4CMF	\$0.00	NRWD4	\$25.00

D. SS7 CHARGES

	<u>USOC</u>	<u>Monthly Rate</u>	<u>USOC</u>	<u>Nonrecurring Rate</u>
STP Link Termination				
- per Termination	SWCLT	\$44.71	NRWL3	\$265.83
STP Link Transport				
- fixed	SWCLM	\$18.00		None
- per Mile	8SCMF	\$0.88		None
STP Port				
- per port	SWCPP	\$104.29		None
Signal Formulation, per IAM				.000829
Signal Formulation, per TCAP message				.000118
Signal Transport, per IAM				.000559
Signal Transport, per TCAP Message				.000034
Signal Switching, per IAM				.001162
Signal Switching, per TCAP Message				.000056

Originating Point

Code	Non-recurring	Monthly Rate
-Per OPC, per	\$20.00	(None)
service request.		
Added, deleted, or		
changed per STP		
Pair		

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.1. Additional Engineering Rates

In connection with the application of rates for Additional Engineering, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 a.m. to 5:00 p.m.).

Additional Engineering Period	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>USOC</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
- Basic Time, normally schedule working hours, per engineer	NRWEN	\$23.00	NRWE1	\$23.00
- Overtime, outside of normally scheduled working hours, per engineer	NRWEO	\$29.00	NRWE2	\$29.00

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.2. Additional Labor Rates

In connection with the application of rates for Additional Labor, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 AM to 5:00 PM).

A. Overtime Installation or Repair

Additional Labor Period	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>USOC</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
- Overtime*, outside of normally scheduled working hours on a scheduled work day, per technician	NRWLO	\$6.00	NRWL1	\$6.00
- Premium time*, outside of scheduled work day per technician	NRWLP	\$11.00	NRWL2	\$11.00

* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.2. Additional Labor Rates (Cont'd)

B. Standby

Additional Labor Period	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>USOC</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
- Basic Time normally scheduled working hours, per technician	-	NONE	NRWT4	\$19.00
- Overtime*, outside of normally scheduled working hours on a scheduled work day per technician	-	NONE	NRWT5	\$24.00
- Premium time*, outside of scheduled work day per technician	-	NONE	NRWT6	\$29.00

* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.2. Additional Labor Rates (Cont'd)

C. Testing and Maintenance with Other Companies and Other Labor

Additional Labor Period	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>USOC</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
- Basic Time normally scheduled working hours, per technician	NRWM1	\$19.00	NRWM4	\$19.00
- Overtime*, outside of normally scheduled working hours on a scheduled work day per technician	NRWM2	\$24.00	NRWM5	\$24.00
- Premium time, outside of scheduled work day per technician	NRWM3	\$29.00	NRWM6	\$29.00

* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.3. Miscellaneous Services Rates

A. Reserved For Future Use

B. Billing Name and Address Service

	<u>USOC</u>	<u>Rate</u>
Service Establishment Charge		
- Per account established	NRWBS	\$500.00
BNA Request Charges		
- Manual, per BNA record requested	SWCBM	\$ 1.05
- Mechanized, per BNA record requested	SWCBE	\$.18
- Non-Standard, per BNA record requested (applies in addition to the Manual or Mechanized charge)	SWCBN	\$.65
Additional Programming Charge		
- Per each half hour or fraction thereof	NRWPG	\$ 40.00
Company-Provided Magnetic Tape Charge		
- Per Magnetic Tape	MMXCT	\$ 25.00

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.3. Miscellaneous Services Rates (Cont'd)

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.3. Miscellaneous Services Rates (Cont'd)

G. Provision of Access/Interconnection Service Billing Information Rates

	<u>USOC</u>	<u>Rate</u>
- Additional hard copies of the Customer's monthly bill or service and features record on paper,		
- per page	UUUPB	\$0.24
- Additional copies of Bill Data Record information in magnetic tape format,		
- per record*	MMXR3	\$0.0029
- Additional Electronic Data Transmission to a Customer Premises of Bill Data Record information,		
- per record* transmitted	UUUED	\$0.0005

* A record is comprised of 225 bytes.

H. Toll Free (8YY) Data Base Service

	<u>Per Query Charge</u>
- Carrier Identification Charge	
- per query	\$0.003500
- 8YY to POTS Number Translation	
- per query	\$0.003665
- Call Handling and Destination Feature	
- per query	\$0.000694

AT&T COMMUNICATIONS OF THE MOUNTAIN STATES, INC.
ARIZONA

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15. AT&T DIGITAL LINK ACCESS SERVICE RATES

15.1. Tandem-Switched Transport

A. Tandem-Switched Transport Termination

	<u>Rate</u>
Per Access Minute	\$0.000480

B. Tandem-Switched Transport Facility

	<u>Rate</u>
Per Access Minute per mile	\$0.000025

15.2. Switching Charge

A. Originating Switching Charge

	<u>Rate</u>
Per Access Minute	\$0.027300

B. Terminating Switching Charge

	<u>Rate</u>
Per Access Minute	\$0.041500